

City Council Meeting Notice & Agenda



Tuesday, January 08, 2013
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance
Roll Call

Final Call To Submit Speaker Request Forms
Presentation

1. Christmas for the Troops
2. Presentation to Outgoing Vice Mayor Ron Aames
3. Presentation to Outgoing Councilmembers Joan Evans and Dave Pearson

Consent Agenda

CONSENT AGENDA: All items listed with a “C” are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Consent – Old Business

4C. Disposition of Absence

Discussion and possible action to excuse the absence of Mayor Bob Barrett from the December 4, 2012 Special Meeting and Study Session and Regular Meeting.

Mayor
Bob Barrett

Palo Verde
District
Ron Aames,
Vice Mayor

Acacia
District
Tony Rivero

Ironwood
District
Dave Pearson

Mesquite
District
Cathy Carlat

Pine
District
Carlo Leone

Willow
District
Joan Evans

5C. **Minutes**

Discussion and possible action to approve the following:

December 4, 2012 Meeting Minutes
December 18, 2012 Meeting Minutes

6C. **Contract Amendment, City Attorney**

Discussion and possible action to approve amendments to the Terms and Conditions of Employment Agreement with the City Attorney.

7C. **Contract Amendment, Presiding Municipal Judge**

Discussion and possible action to approve amendments to the contract for the Presiding Municipal Judge.

SWEARING IN BY PRESIDING MUNICIPAL JUDGE GEORGE ANAGNOST AND SEATING OF NEW COUNCIL

Councilmembers:

Ironwood District	Bill Patena
Mesquite District	Cathy Carlat
Willow District	Jon Edwards

RECESS (approximately 15 minutes)

**RECONVENE
ROLL CALL**

Consent – New Business

8C. **Appointments, Boards and Commissions**

Discussion and possible action to approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt **RES. 2013-01** appointing George Johnson, as a regular member, to the Citizens Commission on Salaries for Elected City Officials,

Adopt **RES. 2013-02** appointing William Schindler, as a regular member, to the Industrial Development Authority,

Adopt **RES. 2013-03** reappointing Shawn Hutchinson, as a regular member, to the Municipal Development Authority,

Adopt **RES. 2013-04** appointing William Connor, as a regular member, to the Parks and Recreation Board,

Adopt **RES. 2013-05** appointing George Johnson, as a regular member, to the Public Safety Personnel Retirement System – Fire, and

Adopt **RES. 2013-06** appointing George Johnson, as a regular member, to the Public Safety Personnel Retirement System – Police.

9C. **City Council 2013 Meeting Schedule**

Discussion and possible action to adopt **RES. 2013-08** approving a City Council meeting schedule for the 2013 calendar year.

10C. **Contracts, Willis of Arizona, Inc., Workers' Compensation Program and General Liability Program**

Discussion and possible action to award two contracts to Willis of Arizona, Inc., for the Workers' Compensation Program and for the General Liability Program for calendar year 2013.

11C. **Equipment Replacement, Sports Facilities Division**

Discussion and possible action to: (a) approve the purchase and replace eighteen pieces of turf maintenance equipment; and (b) approve a budget amendment in the amount of \$439,259, from the General Fund Contingency account, with \$369,047 to the Sports Complex Equipment Reserve Other Vehicles account and \$70,212 to the Fleet Equipment Reserve Other Vehicles account.

12C. **Budget Adjustment, Finance Department, Forklift Repair Cost**

Discussion and possible action to approve a budget adjustment in the amount of \$4,900 from the General Fund Non-Departmental Contingency account to the Inventory Control Division Motor Vehicle Parts/Batteries/Accessories account for the replacement of a large industrial battery in the electric forklift at the Inventory Control Division of the Finance Department.

13C. **Budget Transfer, Self-Certification Review Consultant**

Discussion and possible action to authorize a budget transfer in an amount not-to-exceed \$30,000 from the General Fund Reserves Contingency account to the Building Development Other Professional Services account for consulting services associated with assessing a building self-certification program.

14C. **Salt River Project Power Distribution Easement, 75th Avenue and Thunderbird Road**

Discussion and possible action to adopt **RES. 2013-07** authorizing the execution of a Power Distribution Easement to Salt River Project for the relocation and maintenance of an underground utility line associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

15C. **Final Plat, The Meadows Parcel 4A, Deer Valley Road and 93rd Avenue**

Discussion and possible action to approve the Final Plat of The Meadows Parcel 4A, located at Deer Valley Road and 93rd Avenue, subject to stipulations.

16C. **Replat, Vistancia Village A Parcel G2, Lone Mountain Road and Vistancia Boulevard**

Discussion and possible action to approve the Replat of Lots 18, 19, 24-26, 28, 29, and Slope Easement across Lots 7-11 and 14-16 of Vistancia Village A Parcel G2, located at Lone Mountain Road and Vistancia Boulevard, subject to stipulations.

Regular Agenda

New Business

17R. **Election of Vice Mayor**

Discussion and possible action to establish term length, nominate, and elect a Vice Mayor.

18R. **Election of Mayor Pro Tem**

Discussion and possible action to establish term length, nominate, and elect a Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

19R. **Council Subcommittee Appointments**

Discussion and possible action to adopt **RES. 2013-09, RES. 2013-10, RES. 2013-11,** and **RES. 2013-12** appointing Councilmembers to Council Subcommittees.

20R. **Real Estate Purchase, Fire Maintenance Building**

Discussion and possible action to: (a) authorize the acquisition of an industrial building located at 8557 North 78th Avenue to be used for the maintenance of fire vehicles and equipment; and (b) approve a budget adjustment in the amount of \$56,400 from the Fire Support Services Facility Construction account to the Land account.

21R. **Contract, Willdan Engineering, Building Plan Review and Inspection Services**

Discussion and possible action to authorize the City Manager to enter into a term contract with Willdan Engineering to provide building plan review and inspection services plus equipment on an as-needed basis for the Economic Development Services Department for an initial term of one year, with an option to extend.

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

22. **Council Calendar**

23. **Reports with Presentation**

A. City of Peoria 2013 Citizen Survey

24. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

A. Council Subcommittee Update

**Reports from City Council
Reports from the Mayor**

Adjournment

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623)773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623)773-7221.

PUBLIC NOTICE:

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <http://www.peoriaaz.gov/content2.aspx?id=2151>.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Presentation #1

Date Prepared: 12/18/12

Council Meeting Date: 01/08/13

TO: Council Members

FROM: Mayor Bob Barrett

SUBJECT: Christmas for the Troops Presentation

Purpose:

Rachelle Barrett will present the Council with the results of the Christmas for the Troops Drive that the City took part in.

Background/Summary:

The City of Peoria assisted the Lions Club in collecting items to ship to US Troops who are stationed overseas for the holidays.

Previous Actions:

Options:

Contact Name and Number: Bob Barrett, 623-773-7368

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
LAKE PLEASANT CONFERENCE ROOM
December 18, 2012

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:01 p.m.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: George Anagnost, Municipal Court Judge; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk.

CONSENT AGENDA

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

Consent

1C AUTHORIZATION TO HOLD AN EXECUTIVE SESSION

Authorized the holding of an Executive Session for the purpose of discussion or consideration of assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance reviews of the Municipal Judge and City Attorney (pursuant to A.R.S. § 38-431.03(A)(1)).

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:01 p.m.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 18th day of December, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of January, 2013.

(Seal)

Rhonda Geriminsky, Interim City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
PINE CONFERENCE ROOM
December 4, 2012

A **Special Meeting and Study Session** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:00 p.m.

Members Present: Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Julie Ayers, Human Resources Director; Bo Larsen, Public Information Manager; John Sefton, Community Services Director; Claudia Luján, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

CONSENT AGENDA

CONSENT AGENDA: All items listed with a “C” are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Motion was made by Councilmember Pearson, seconded by Councilmember Leone, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

1C. **Authorization to Hold an Executive Session**

Pursuant to A.R.S. § 38-431.03: Authorized the holding of an Executive Session for the purpose of discussion with Legal Counsel for legal advice pertaining to pending litigation for Jane Doe v. City of Peoria, et al. (Pursuant to A.R.S. § 38-431.03(A)(3)).

STUDY SESSION AGENDA

Subject(s) for Discussion Only

2. Peoria Friends of the Arts

John Sefton, Community Services Director, summarized the concept of forming a Peoria Friends of the Arts organization dedicated to enrichment of the arts in the community.

Mr. Sefton discussed the entity's operational functions in the following areas:

- Advocacy
- Volunteerism
- Financial support

Thomas Gyder addressed Council pertaining to the development of the Friends of the Arts. Mr. Gyder voiced his concern regarding implementation of the program. Mr. Gyder questioned whether the concept has been established in other cities and if so, was the venture successful.

Constance McMillan discussed the lack of funding for the arts. Ms. McMillan requested collaborative meetings with other groups in the arts community before moving forward with the creation of the not-for-profit organization.

Discussion ensued regarding public input, funding and the concerns raised by the members of the arts community.

Robert Benson, Arts Commission Chairman, spoke in support of the Peoria Friends of the Arts. Mr. Benson noted that establishing the Friends of the Arts would serve the citizens by bringing creative capital to the City of Peoria.

It was the consensus of Council to move forward with creating a Peoria Friends of the Arts not-for-profit organization and public vetting of the process.

EXECUTIVE SESSION AGENDA

3. An Executive Session was convened immediately following the Special City Council Meeting and Study Session pursuant to A.R.S. 38-431.03 for the purpose of discussion with Legal Counsel for legal advice pertaining to pending litigation for Jane Doe v. City of Peoria, et al. (Pursuant to A.R.S. § 38-431.03(A)(3)).

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:34 p.m.

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Carlat led the Pledge of Allegiance.

Members Present: Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; Katie Gregory, Development Agreement Coordinator; Stacy Irvine, Deputy Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; Claudia Luján, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 35 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

Presentation:

4. Certificates of Appointment

Councilmember Pearson presented Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the November 13, 2012 City Council meeting:

- Brian Greathouse appointed to the Board of Adjustment,
- Michael Kwederis appointed to the Board of Adjustment,
- Michelle Lehman appointed to the Economic Development Advisory Board,
- Neil Terry appointed to the Economic Development Advisory Board,
- Kristin Phelps appointed to the Personnel Board,

- John Albright appointed to the Volunteer Firefighter Pension Board,
- Hama Amjad appointed to the Youth Advisory Board, and
- Emily Sarbacker appointed to the Youth Advisory Board.

Note: Michelle Lehman was not present to receive her certificate.

CONSENT AGENDA

CONSENT AGENDA: All items listed with a “C” are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Vice Mayor Aames asked if any Councilmember wished to have an item removed from the Consent Agenda.

Councilmember Rivero requested that Agenda Item 16C be removed for separate discussion. Vice Mayor Aames requested that Agenda Items 7C and 15C be removed for separate discussion.

Motion was made by Councilmember Leone, seconded by Councilmember Rivero, to approve the Consent Agenda with the exception of Agenda Items 7C, 15C and 16C. Upon vote, the motion carried unanimously 6 to 0.

5C. Disposition of Absence

Approved the absence of Councilmember Carlo Leone from the Special Meeting held at 5:30 p.m. on November 26, 2012.

6C. Minutes

Approved the following minutes:

November 13, 2012 City Council meeting
November 26, 2012 5:00 p.m. Special City Council meeting
November 26, 2012 5:30 p.m. Special City Council meeting

7C. **Code Amendment, Chapter 14, Motor Vehicles and Traffic**

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

ORDINANCE NO. 2012-21A

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 14-80 PERTAINING TO LOCAL SPEED LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the request of Vice Mayor Aames, Agenda Item 7C was pulled from the Consent Agenda for separate discussion.

Jamal Rahimi, City Traffic Engineer, provided an overview of the proposed changes to Chapter 14 of the City Code to establish speed limits on roadways in newly annexed areas, roadways not included previously in the City Code and revisions to some of the existing speed limits.

Motion was made by Councilmember Evans, seconded by Councilmember Rivero, to adopt **ORD. 2012-21A** amending Chapter 14 of the Peoria City Code (1992 Edition) by amending Section 14-80 pertaining to local speed limits.

Upon vote, the motion carried unanimously 6 to 0.

8C. **Grant, United States Department of the Interior Bureau of Reclamation, Home Owner Associations, Water Efficiency/Audits**

- (a) Accepted a grant from the United States Department of the Interior Bureau of Reclamation in the amount of \$25,000 for Home Owner Association's Water Efficiency/Audits; and
- (b) Approved a budget adjustment in the amount of \$25,000 from the Proposed Grant Contingency account to various Bureau of Reclamation Home Owner Associations Water Efficiency Grant Fund accounts.

9C. **Grant, Arizona Peace Officer Standards and Training Board, Indoor Range Target System Upgrade**

- (a) Authorized the Peoria Police Department to accept a grant award in the amount of \$27,295 from the Arizona Peace Officer Standards and Training Board; and
- (b) Approved a budget adjustment in the amount of \$27,295 from the Proposed Grants Contingency account to the Police Administration account.

10C. **Programmatic Agreement, Neighborhood Stabilization Program, State Historical Preservation Office**

Approved the Neighborhood Stabilization Programmatic Agreement with the State Historical Preservation Office allowing City Staff to make a determination that there will be no adverse historic effect on properties acquired, rehabilitated and resold to eligible homebuyers in the expanded target area.

11C. **Deeds and Easements, Various Locations**

RESOLUTION NO. 2012-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

Adopted **RES. 2012-135** accepting Deeds and Easements for various Real Property interests acquired by the City.

12C. **Designate Roadways, Establish Rights-of-Way, Various Locations**

RESOLUTION NO. 2012-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

Adopted **RES. 2012-136** designating various Real Properties to be used as City roadways and authorized the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

13C. **Final Plat, Vistancia Village A Parcel G1, Lone Mountain Road and Vistancia Boulevard**

Approved the Final Plat of Vistancia Village A Parcel G1, located at Lone Mountain Road west of Vistancia Boulevard, subject to stipulations.

14C. **Condominium Replat, 1200 Riverwalk Professional Center North, 77th Avenue and Deer Valley Road**

Approved the Condominium Replat of 1200 Riverwalk Professional Center North, located at 77th Avenue south of Deer Valley Road, subject to stipulations.

15C. **Fiscal Year 2013 Budget Amendments**

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

At the request of Vice Mayor Aames, Agenda Item 15C was pulled from the Consent Agenda for separate discussion.

Katie Gregory, Development Agreement Coordinator, summarized the request for Fiscal Year 2013 first quarter budget adjustments and Fiscal Year 2012 budget carryover items.

Motion was made by Councilmember Carlat, seconded by Councilmember Leone, to approve the recommended budget amendments.

Upon vote, the motion carried unanimously 6 to 0.

16C. **Community/Outside Agency Funding and Assistance Policy**

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

At the request of Councilmember Rivero, Agenda Item 16C was pulled from the Consent Agenda for separate discussion.

Tammy Shreeve, Grant Program Manager, summarized the proposed Community/Outside Agency Funding and Assistance Policy to establish guidelines for all funding programs.

Ms. Shreeve provided background on the City's funding assistance programs to enhance the quality of life for its residents. Ms. Shreeve reported that the City of Peoria currently provides approximately \$1.4 million to eligible service organizations through:

- Community Development Block Grants
- Federal HOME Grants
- General Fund Not-for-Profit Grants
- Partner Agency Grants
- Arts Grants
- Festival Grants

Motion was made by Councilmember Rivero, seconded by Councilmember Evans, to adopt the Community/Outside Agency Funding and Assistance Policy.

Upon vote, the motion carried unanimously 6 to 0.

17C. **Exemption Request, Requirement to Post Security for Self Insured Workers' Compensation Claims**

Authorized the execution of documents necessary to certify the City of Peoria exemption from the Industrial Commission of Arizona requirements to post security for pending self-insured Workers' Compensation claims.

18C. **Ratification of Approval, Industrial Development Authority Board Debt Refinance, LifeStream Complete Senior Living, Inc. Project formerly known as Arizona Baptist Retirement Centers, Inc.**

RESOLUTION NO. 2012 -140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE AND SALE OF REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA, AT THE REQUEST OF LIFESTREAM COMPLETE SENIOR LIVING, INC., AN ARIZONA NONPROFIT CORPORATION.

Adopted **RES. 2012-140** ratifying the approval of the Industrial Development Authority Board of the City of Peoria, Arizona to refinance certain authority bonds issued on behalf of the LifeStream Complete Senior Living, Inc. Project formerly known as Arizona Baptist Retirement Centers, Inc.

19C. **Contract Amendment, City Manager, Terms and Conditions of Employment**

Approved an amendment to the Terms and Conditions of Employment with the City Manager.

REGULAR AGENDA

20R. **PUBLIC HEARING - Liquor License, Various locations**

Staff Report:

Brent Mattingly, Finance Director, reported on staff's recommendation to recommend approval to the State Liquor Board for:

- (a) A New Domestic Microbrewery Liquor License (Series 03) for Freak'N Brewing Company, located at 9299 W. Olive Avenue Suite 513, Thomas F. Lavalley Jr., Applicant, LL#20006638; and
- (b) A New Restaurant Liquor License (Series 12) for Yu's Chinese Cuisine, located at 13686 N. 75th Avenue, Cai H. Situ Tang, Applicant, LL#20005686.

Public Hearing:

Vice Mayor Aames opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request for:

- (a) A New Domestic Microbrewery Liquor License (Series 03) for Freak'N Brewing Company, located at 9299 W. Olive Avenue Suite 513, Thomas F. Lavallee Jr., Applicant, LL#20006638; and
- (b) A New Restaurant Liquor License (Series 12) for Yu's Chinese Cuisine, located at 13686 N. 75th Avenue, Cai H. Situ Tang, Applicant, LL#20005686.

Having no requests from the public to address this item, Vice Mayor Aames declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Leone, seconded by Councilmember Rivero, to recommend approval to the State Liquor Board for:

- (a) A New Domestic Microbrewery Liquor License (Series 03) for Freak'N Brewing Company, located at 9299 W. Olive Avenue Suite 513, Thomas F. Lavallee Jr., Applicant, LL#20006638; and
- (b) A New Restaurant Liquor License (Series 12) for Yu's Chinese Cuisine, located at 13686 N. 75th Avenue, Cai H. Situ Tang, Applicant, LL#20005686.

Upon vote, the motion carried unanimously 6 to 0.

21R. **PUBLIC HEARING - 2012 Major General Plan Amendment, Land Use Element**

RESOLUTION NO. 2012-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE ELEMENT OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report:

Adam Pruet, Senior Planner, reported on a request to amend the Land Use Element of the General Plan pertaining to aggregate mining in compliance with recent changes in State Law with the passage of Senate Bill 1598.

Mr. Pruettt provided the language from Senate Bill 1598 requiring cities to include sources of currently identified aggregates from maps available from state agencies, policies to preserve currently identified aggregates sufficient for future development and policies to avoid incompatible land uses.

Public Hearing:

Vice Mayor Aames opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request for a Major Amendment to the General Plan that updates the Land Use Element and Land Use Map to comply with Senate Bill 1598 on the topic of aggregate mining.

Joe McCord, a member of the Maricopa County Mining District Recommendation Committee, informed Council that the Mining Board reviewed the state maps and determined that the data was inadequate.

Having no further requests from the public to address this item, Vice Mayor Aames declared the Public Hearing closed.

Discussion ensued regarding the accuracy of the state maps used, mining operations in the proximity of residential development, hours of operation and truck traffic related to mining operations.

Council Action:

Motion was made by Councilmember Evans, seconded by Councilmember Pearson, to adopt **RES. 2012-137** amending the General Plan under Planning and Community Development Case No. GPA 12-0002, a Major Amendment to the General Plan that updates the Land Use Element and Land Use Map to comply with Senate Bill 1598 on the topic of aggregate mining.

Upon vote, the motion carried unanimously 6 to 0.

22R. **PUBLIC HEARING - 2012 Major General Plan Amendment, Lake Pleasant Heights Specific Area Plan**

RESOLUTION NO. 2012-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING A MAJOR SPECIFIC AREA PLAN AMENDMENT FOR THE LAKE PLEASANT HEIGHTS MASTER PLANNED COMMUNITY (FORMERLY GPA 01-04A.1) LOCATED SOUTH OF SR 74 GENERALLY BETWEEN 115TH AVENUE AND 139TH AVENUE WITHIN THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report:

Rob Gubser, Principal Planner, reported on a proposed amendment to the Lake Pleasant Heights Specific Area Plan that would increase the number of residential units within the project, increase open space areas, incorporate mixed-use land categories and remove the golf course and land uses no longer supported by the current and expected future market trends.

Shawn Kreuzwiesner, Engineering Planning Manager, outlined the proposed circulation changes to the Lake Pleasant Heights Specific Area Plan including:

- Realignment of the Bullard/Carefree Highway
- New collector road along the Carefree alignment
- New collector system added to enhance overall circulation
- Refined El Mirage Road and Westland Road alignments

Mr. Kreuzwiesner discussed the following utilities for the project:

- Wastewater to be conveyed to the existing Jomax Water Reclamation Facility for treatment
- Reclaimed water to be used at park and school sites south of the Central Arizona Project Canal
- Water resource solutions are being explored with the developers for north Peoria

Public Hearing:

Vice Mayor Aames opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request for a Major Amendment to the Lake Pleasant Heights Specific Area Plan for a site comprised of approximately 3,268 acres, generally located south of the intersection of the El Mirage alignment and SR-74 to south of Westland Drive.

Lynn Lagarde, representing the applicants, addressed Council in support of the amendment to the Lake Pleasant Heights Specific Area Plan in order to proceed with developing the project.

Having no requests from the public to address this item, Vice Mayor Aames declared the Public Hearing closed.

Council Action: Motion was made by Councilmember Carlat, seconded by Councilmember Evans, to adopt **RES. 2012-138** amending the General Plan under Planning and Community Development Case No. GPA 12-0003, a Major Amendment to the Lake Pleasant Heights Specific Area Plan for a site comprised of approximately 3,268 acres, generally located south of the intersection of the El Mirage alignment and SR-74 to south of Westland Drive.

Upon vote, the motion carried unanimously 6 to 0.

23R. **Amended Settlement Agreement, Maricopa County Superior Court, City of Peoria v. Larry & Jeff Limited Partnership, et al., Inc. v. City of Peoria and FNF Construction, Inc., FFF, L.L.C. v. City of Peoria et al., Thunderbird Road Improvement Project**

Steve Kemp, City Attorney, presented an overview of the request for approval of an amended settlement agreement that would resolve all outstanding disputes between the City and other parties related to the Thunderbird Road Improvement Project.

Motion was made by Councilmember Pearson, seconded by Councilmember Carlat, to approve the Second Amended Settlement Agreement in the Maricopa County Superior Court Cases City of Peoria v. Larry & Jeff Limited Partnership, et al., Larry & Jeff Limited Partnership, Inc. v. City of Peoria and FNF Construction, Inc., FFF, L.L.C. v. City of Peoria et al., as it relates to the Thunderbird Road Improvement Project.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager

24. **Council Calendar**

25. **Reports with Presentation**

A. Building Development Initiatives

Scott Whyte, Economic Development Services Director, provided an update on building development initiatives being implemented to improve customer service for building plan review, permitting and inspection. Initiatives include:

- Modification to building inspection work hours
- Contracting for building plan review and inspection services
- Improvements to the building permit and approval process
- Implementation of new building codes

Discussion ensued regarding a self-certification plan review and permitting program that would allow registered professionals to bypass the normal plan review and permitting process.

B. November 8, 2012 Job Fair – Results

Debbie Pearson, Business Development Specialist, presented on the Second Annual Regional Job Fair held at the Peoria Sports Complex. Ms. Pearson reported that the event was a success with 140 exhibitors offering more than 6,000 positions, and approximately 1,500 job seekers were in attendance.

C. Arizona Public Service Transmission Line Project and Bureau of Land Management Resource Management Plan Amendment/Draft Environmental Impact Statement

Chris Jacques, Planning and Community Development Director, presented an update on the Arizona Public Service Overhead Transmission Line Project. Information provided included:

- Project background
- Status of the process
- Public meetings schedule
- Next steps

26. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

Carl Swenson, City Manager, provided information to Council related to the following items:

- A. Fire Department's Annual Accreditation Status
- B. Council Subcommittee Update
- C. Electric Vehicle Charging Stations Agreement
- D. 2013 Winter Water Safety Day and Polar Plunge
- E. Peoria Visitors Guide
- F. Shop Peoria
- G. Holiday Festival Update

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities and events he attended. Councilmember Leone encouraged citizens to attend a public meeting regarding potential roadway design options for Northern Parkway on Tuesday, December 11th at the Country Meadows Elementary School.

Councilmember Carlat reported on the Toys for Tots charity event held on Friday, November 30th at Trilogy in Vistancia.

Councilmember Pearson reported on Peoria's Oldtown Holiday Festival held on Friday, November 30th. Councilmember Pearson wished everyone a Merry Christmas and Happy New Year.

Councilmember Evans reminded citizens about the "Shop with a Cop" event to be held on Saturday, December 8th at the Target store located at 24890 North Lake Pleasant Parkway.

Vice Mayor Aames reported on his attendance at the annual Oldtown Holiday Festival. Vice Mayor Aames wished the citizens of Peoria a Merry Christmas.

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 9:20 p.m.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 4th day of December, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of January, 2013.

(Seal)

Rhonda Geriminsky, Interim City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: December 20, 2012

Council Meeting Date: January 8, 2013

TO: Honorable Mayor and Council
FROM: Bob Barrett, Mayor
SUBJECT: Amendment to Terms and Conditions of Employment Agreement with the City Attorney

Purpose:

This is a request for the Mayor and City Council to adopt the proposed amendment to the Terms and Conditions of the Employment Agreement with the City Attorney.

Background/Summary:

The Mayor and Council completed their appraisal of the City Attorney on December 18, 2012. Pursuant to that appraisal, the Special Legal Counsel prepared a contract amendment for a 1.5% increase in the base compensation for the City Attorney. The proposed amendment does not change any other terms of the agreement with the City Attorney. Therefore, it is my recommendation that the Mayor and the City Council adopt the proposed amendment.

Previous Actions: None

Exhibit:

Exhibit 1: Proposed Amendment

AMENDMENT TO TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Contract Amendment is made on this 1st day of January, 2013, between the City of Peoria ("City") and Stephen M. Kemp ("City Attorney").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Attorney dated June 30, 2007 (hereinafter "Agreement") for the provision of those duties and functions of the City Attorney, as provided under the Peoria City Charter and Code, and

WHEREAS, the City and City Attorney desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City Attorney set forth in the Agreement, the Parties agree to amend the Agreement as follows:

Section 1. Agreement Amendment.

Paragraph 4.A. of Section 4 ("Salary") shall be amended to read as follows:

A. City agrees to pay Employee for his services rendered pursuant hereto as City Attorney an annual base salary of \$165,344.00 payable in installments at the same time as other employees of the City of Peoria, Arizona are paid.

Section 2. Full Force and Effect Provision.

City and City Attorney agree that the items covered by this amendment shall become effective on January 1, 2013.

City and City Attorney agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Agreement.

In Witness Whereof, the parties execute this agreement on the date set forth above.

CITY ATTORNEY

CITY OF PEORIA

By: Stephen M. Kemp

Bob Barrett, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Geriminsky, Interim City Clerk

Fredda J. Bisman, Special Legal Counsel

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item 7C

Date Prepared: December 24, 2012

Council Meeting Date: January 8, 2013

TO: Honorable Mayor and Council

FROM: Bob Barrett, Mayor

SUBJECT: Amend Contract for Municipal Judge Services with the Presiding Municipal Judge

Purpose:

This is a request for the Mayor and City Council to adopt the proposed amendment to the Contract for Municipal Judge Services with the Presiding Municipal Judge.

Background/Summary:

Recently, the Mayor and Council completed their appraisal of the Presiding Municipal Judge. Pursuant to that appraisal, the City Attorney has prepared a contract amendment for a 2.5% increase in the base compensation for the Presiding Municipal Judge. The proposed amendment does not change any other terms of the agreement with the Presiding Municipal Judge. Therefore, it is my recommendation that the Mayor and the City Council adopt the proposed amendment.

Exhibit:

Exhibit 1: Proposed Amendment

AMENDMENT TO CONTRACT FOR MUNICIPAL JUDGE SERVICES

This Contract Amendment is made on this 1st day of January, 2013, between the City of Peoria ("City") and George T. Anagnost ("Presiding Municipal Judge").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Contract for Municipal Judge Services with the Presiding Municipal Judge, dated July 1, 2010 (hereinafter "Agreement") for the provision of those duties and functions of the Presiding Municipal Judge, as provided under the Peoria City Charter and Code, and

WHEREAS, the City and Presiding Municipal Judge desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the Presiding Municipal Judge set forth in the Agreement, the Parties agree to amend the Agreement as follows:

Section 1. Agreement Amendment.

Paragraph 2.(a) of Section 2 ("Compensation") shall be amended to read as follows:

2. Compensation.

(a) The compensation for the Presiding Municipal Judge shall be set at the sum of One Hundred Fifty-Nine Thousand, Eight Hundred and Forty-Seven Dollars (\$159,847.00) per year, effective the first day of January 2013, subject to applicable federal and state income taxes and withholdings. On the one year anniversary date of this Agreement, the City Council shall evaluate the Presiding Municipal Judge and if the City Council in its sole discretion determined the Presiding Municipal Judge's performance to be satisfactory, the Presiding Municipal Judge's salary shall be adjusted up from the amount set forth in this section (the amount set forth above and that will include any cost of living increase granted by the City Council, if any. The amount and timing of such increases shall be in the sole discretion of the City Council. Other than this section, the compensation shall not be adjusted during the term of this Agreement, except by a written amendment approved and executed by both parties.

Section 2. Full Force and Effect Provision.

City and Presiding Municipal Judge agree that the items covered by this amendment shall become effective on January 1, 2013.

City and Presiding Municipal Judge agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Agreement.

In Witness Whereof, the parties execute this agreement on the date set forth above.

PRESIDING MUNICIPAL JUDGE

CITY OF PEORIA

George T. Anagnost

Bob Barrett, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Geriminsky, Interim City Clerk

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: December 2, 2013

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, CMC, Interim City Clerk
THROUGH: Susan K. Thorpe, Deputy City Manager
SUBJECT: Board and Commission Appointments/Reappointments

Purpose:

This is a request for City Council to appoint and reappoint Board and Commission members as follows:

Appointments:

Name	Board or Commission
George Johnson	Citizens Commission on Salaries for Elected City Officials Public Safety Personnel Retirement System – Fire Public Safety Personnel Retirement System – Police
William Schindler	Industrial Development Authority
William Conner	Parks and Recreation Board

Reappointment:

Name	Board or Commission
Shawn Hutchinson	Municipal Development Authority

Background/Summary:

The following members are no longer eligible to serve on their respective Boards/Commissions:

Member Names	Board or Commission
Mark Hughes	Citizens Commission on Salaries for Elected City Officials
Ryan Mercer	Industrial Development Authority
Mary Truhler	Parks and Recreation Board
Ryan Edward	Public Safety Personnel Retirement System – Fire Public Safety Personnel Retirement System – Police

Previous Actions:

On November 14, 2012, the Council Subcommittee on Policy and Appointments met in the Pine Conference Room and recommended member appointments to the Citizens Commission on Salaries for Elected City Officials, Industrial Development Authority, Parks and Recreation Board, Public Safety Personnel Retirement System – Fire, and Public Safety Personnel Retirement System – Police. Additionally, the Council Subcommittee recommended a member reappointment to the Municipal Development Authority.

On November 19, 2012, a memorandum was submitted to Mayor and Council, outlining the recommended appointments/reappointments from the November 14, 2012 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A. Appoint/Reappoint recommended Board and Commission members.

B: Continue recruitment efforts to fill Board and Commission vacancies.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments/reappointments, and adopt the Resolutions as presented:

Adopt RES. 2013-01 appointing George Johnson, as a regular member, to the Citizens Commission on Salaries for Elected City Officials with a term to expire December 2016.

Adopt RES. 2013-02 appointing William Schindler, as a regular member, to the Industrial Development Authority with a partial term to expire June 2015,

Adopt RES. 2013-03 reappointing Shawn Hutchinson, as a regular member, to the Municipal Development Authority with a term to expire November 2016,

Adopt RES. 2013-04 appointing William Connor, as a regular member, to the Parks and Recreation Board with a term to expire June 2016,

Adopt RES. 2013-05 appointing George Johnson, as a regular member, to the Public Safety Personnel Retirement System – Fire with a partial term to expire June 2013, and

Adopt RES. 2013-06 appointing George Johnson, as a regular member, to the Public Safety Personnel Retirement System – Police with a partial term to expire June 2013.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed Board and Commission members will be invited to attend the January 22, 2013 City Council meeting to accept plaque and Certificates of Appointment.

Exhibit(s):

- Exhibit 1: Resolution No. 2013-01
- Exhibit 2: Resolution No. 2013-02
- Exhibit 3: Resolution No. 2013-03
- Exhibit 4: Resolution No. 2013-04
- Exhibit 5: Resolution No. 2013-05
- Exhibit 6: Resolution No. 2013-06

Contact Name and Number: Rhonda Geriminsky, Interim City Clerk, 623-773-7340

RESOLUTION 2013-01

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING GEORGE JOHNSON TO THE CITIZENS COMMISSION ON SALARIES FOR ELECTED CITY OFFICIALS AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Mark Hughes is no a regular member on the Citizens Commission on Salaries for Elected City Officials, and there exists one vacancy; and

WHEREAS George Johnson desires to be a member and appointed to the Citizens Commission on Salaries for Elected City Officials; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of George Johnson, as a regular member, to the City of Peoria Citizens Commission on Salaries for Elected City Officials.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that George Johnson is appointed, as a regular member, to the City of Peoria Citizens Commission on Salaries for Elected City Officials.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

George Johnson

December 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-01
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-02

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING WILLIAM SCHINDLER TO THE INDUSTRIAL DEVELOPMENT AUTHORITY AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Ryan Mercer is ineligible to serve on, and has resigned from, the Industrial Development Authority, and there exists one vacancy; and

WHEREAS William Schindler desires to be a member and appointed to the Industrial Development Authority; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of William Schindler, as a regular member, to the City of Peoria Industrial Development Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that William Schindler is appointed, as a regular member, to the City of Peoria Industrial Development Authority.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

William Schindler

June 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-02
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-03

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING SHAWN HUTCHINSON TO THE MUNICIPAL DEVELOPMENT AUTHORITY AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Shawn Hutchinson on the Industrial Development Authority has expired, and there exists one vacancy; and

WHEREAS Shawn Hutchinson desires to be a member and reappointed to the Municipal Development Authority; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Shawn Hutchinson, as a regular member, to the City of Peoria Municipal Development Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Shawn Hutchinson is reappointed, as a regular member, to the City of Peoria Municipal Development Authority.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Shawn Hutchinson

November 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-03
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-04

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING WILLIAM CONNER TO THE PARKS AND RECREATION BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Mary Truhler is being removed from the Parks and Recreation Board pursuant to Sections 2-154(d) and 2-158 of the Peoria City Code (1992), and there exists one vacancy; and

WHEREAS William Conner desires to be a member and appointed to the Parks and Recreation Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of William Conner, as a regular member, to the City of Peoria Parks and Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that William Conner is appointed, as a regular member, to the City of Peoria Parks and Recreation Board.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

William Conner

June 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-04
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, APPOINTING GEORGE JOHNSON TO THE
PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
- FIRE AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Ryan Edward no longer serves on the Public Safety Personnel Retirement System – Fire pursuant to Sections 2-154(a) of the Peoria City Code (1992), and there exists one vacancy; and

WHEREAS George Johnson desires to be a member and appointed to the Public Safety Personnel Retirement System – Fire; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of George Johnson, as a regular member, to the City of Peoria Public Safety Personnel Retirement System – Fire.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that George Johnson is appointed, as a regular member, to the City of Peoria Public Safety Personnel Retirement System – Fire.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

George Johnson

June 2013

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal
corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-05
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING GEORGE JOHNSON TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM - POLICE AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Ryan Edward no longer serves on the Public Safety Personnel Retirement System – Police pursuant to Sections 2-154(a) of the Peoria City Code (1992), and there exists one vacancy; and

WHEREAS George Johnson desires to be a member and appointed to the Public Safety Personnel Retirement System – Police; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of George Johnson, as a regular member, to the City of Peoria Public Safety Personnel Retirement System – Police.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that George Johnson is appointed, as a regular member, to the City of Peoria Public Safety Personnel Retirement System – Police.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

George Johnson

June 2013

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-06
Page 2 of 2

ATTEST:

Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: December 11, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, Interim City Clerk
THROUGH: Susan K. Thorpe, Deputy City Manager
SUBJECT: Adoption of 2013 Calendar for City Council Meeting Dates

Purpose:

This is a request for City Council to discuss and possibly take action to adopt a Resolution approving a City Council meeting schedule for the 2013 calendar year.

Background/Summary:

Pursuant to Article II, Section 14A of the Peoria City Charter, and Section 2-16 of the Peoria City Code, the City Council is required to annually adopt a resolution setting forth a proposed City Council meeting schedule, including dates and times of study session meetings. City Council may modify the schedule as necessary and appropriate.

The attached resolution identifies the proposed 2013 City Council meeting schedule.

Previous Actions:

This is an annual action taken by City Council pursuant to City Charter and City Code.

Options:

- A:** Adopt the 2013 City Council meeting calendar as presented.
- B:** Adopt the 2013 City Council meeting calendar with modifications.

Staff's Recommendation:

Staff recommends that City Council adopt Resolution 2013-01 setting the 2013 City Council meeting schedule.

Fiscal Analysis:

There is no fiscal impact related to the adoption of the proposed 2013 City Council meeting schedule.

Narrative:

After adoption of Resolution 2013-08, staff will post all appropriate Annual Meeting Notices as required under A.R.S. §38-431.

Exhibit(s): Resolution 2013-08

Contact Name and Number: Rhonda Geriminsky, 623-773-7340

RESOLUTION 2013-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING THE PROPOSED CITY COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2013 AS ESTABLISHED AND REQUIRED BY ARTICLE II, SECTION 14 OF THE CHARTER OF THE CITY OF PEORIA, ARIZONA AND BY SECTION 2-16 OF THE PEORIA CITY CODE.

WHEREAS, Article II, Section 14 of the Charter of the City of Peoria, Arizona reads as follows:

Sec. 14. Meetings of council, boards, commissions and committees.

A. The council shall meet regularly at such times and at such places as may be prescribed by ordinance, but not less frequently than once each month. At the first meeting of the Council each year, the Council by Resolution shall adopt a proposed schedule of meetings for the year. The Resolution shall be posted in the same places as public notices of the City. The Council may modify the Resolution as it deems necessary and appropriate. Notices and agendas of such meetings, including a short summary of items on the agenda, shall be posted pursuant to statute in such public places as the council may set by ordinance, and the places of such posting shall be kept on file with the city clerk.

WHEREAS, Section 2-16 of the Peoria City Code reads as follows:

Sec. 2-16. City Council; meeting schedule.

(a) The Council shall hold regular meetings not less than once each month. At the first meeting of the Council in each calendar year, the Council shall adopt by resolution a schedule of the regular meetings for the year. Following adoption of the Resolution containing a schedule of regular meetings, the Resolution shall be posted in the same public locations as Council agendas. The regular meeting shall be held at 7:00 p.m. Regular meetings of the Council shall be held at the Municipal Complex or in such other locations as Council may determine.

(b) The Council shall, by resolution, establish a date and time for study sessions to be held on such items as deemed appropriate and in conformance with the Arizona Open Meetings Act, A.R.S. §38-431, et.seq.

Resolution No. 2012-08
 January 8, 2013

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Peoria, Arizona:

1. That the following proposed schedule of City Council Meetings, for the calendar year 2013 is hereby adopted.

Council Meeting	Type of Meeting
1/8/2013	7:00 pm Consent & Regular Agendas
1/22/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
2/5/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
2/19/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
3/5/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
3/19/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
4/3/2013	Budget Study Session
4/4/2013	Budget Study Session
4/5/2013	Budget Study Session
4/9/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
4/10/2013	Budget Study Session
4/12/2013	Budget Study Session
4/23/2013	5:00 pm Special Meeting & Budget Session 7:00 pm Consent & Regular Agendas
5/7/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
5/21/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
6/4/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
6/18/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
7/2/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
8/20/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
9/3/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
9/17/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas

Resolution No. 2013-08
January 8, 2013

10/1/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
10/15/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
11/5/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
11/19/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
12/10/2013	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas

2. That the Mayor and/or the Council in the matter provided by the Peoria City Charter may schedule such additional meetings as may be deemed necessary and appropriate.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: December 17, 2012

Council Meeting Date: January 8, 2013

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney

SUBJECT: Selection of Broker Consultant for Insurance Services for Employee Benefit Trust Workers' Compensation Program and the General Liability Program

Purpose:

This is a request for City Council to approve the award of two contracts for Broker Consultant services on behalf of the Employee Benefit Trust (Workers' Compensation and General Liability) to Willis of Arizona, Inc.

Background/Summary:

The City retains the services of Broker Consultants for its general liability insurance program. The Employee Benefits Trust Board approves the retention by the Employee Benefit Trust of a Broker Consultant for its workers' compensation programs. Generally, the City will bid out these services approximately every three to four years. The purpose of the Broker Consultant is to act as the City's consultant in the procurement of insurance coverages above the self insurance level to cover liabilities for general operations and workers' compensation.

Unlike many jurisdictions, the City requires that all proposals are based on a flat fee paid by the City and not by commission. This ensures that the consultant has no vested interest in particular insurance coverages being sold to the City. The consultant works solely for the City or its Employee Benefit Trust.

The City has undertaken a procurement process where a number of companies submitted proposals for either the Employee Benefit Trust portion, which is Workers' Compensation Coverage or the General Liability Coverage of the City. Three Companies were interviewed in each area by a procurement committee made up of representatives from Budget, Finance, Human Resources and the City Attorney's Office. Ultimately at the end of the process the procurement committee recommended Willis of Arizona, Inc., for the Broker Consultant contract for the General Liability Program and for the Employee Benefit Trust for the Workers' Compensation Coverage.

The total cost of two contracts with Willis of Arizona, Inc. is as follows:

1. \$22,500 Property & Casualty Broker Fee
2. \$17,500 Workers' Compensation Broker Fee

Although this is within the City Manager's authority, under the City's Charter, the procurement of general liability insurance and the selection of Broker Consultants is a council decision. In the case of Workers' Compensation, the Broker Consultant is actually selected by the Employee Benefit Trust and ratified by the Council.

Options:

- A:** Approve the award of two contracts for Broker Consultant services on behalf of the Employee Benefit Trust for Workers' Compensation and General Liability to Willis of Arizona, Inc.
- B:** Deny the award of two contracts for Broker Consultant services on behalf of the Employee Benefit Trust for Workers' Compensation and General Liability to Willis of Arizona, Inc. and direct staff to return to the procurement process.

Staff's Recommendation:

It is recommended that the Council awards both contracts for Broker Consultant services for the General Liability Program and to ratify the selection of a Broker Consultant by the Employee Benefit Trust for the Worker's Compensation Program to Willis of Arizona, Inc., for a one year term with up to four consecutive renewal terms and to authorize the City Attorney and the Employee Benefit Trust to execute the appropriate contracts.

Fiscal Analysis:

These funds are within the respective budgets for the General Liability Program and for the Employee Benefit Trust.

Narrative:

The proposals have a fixed cost for services by a licensed actuary. On a periodic basis such services are used as a way of ensuring that the City is properly recording liabilities and maintaining sufficient amounts in reserve to cover such liabilities. These fixed costs when used will be \$10,000 for the Workers' Compensation Program and \$7,500 for the General Liability Program.

Exhibits:

1. Willis of Arizona, Inc., Property & Casualty Broker Fee Contract
2. Willis of Arizona, Inc., Workers' Compensation Broker Fee Contract

Contact Name and Number: Stephen M. Kemp, City Attorney, 623-773-7321



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P13-0010** Proposal Due Date: **October 24, 2012**
 Materials and/or Services: **Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance** Proposal Time: **5:00 P.M. AZ Time**
 Project No: **NA** Contact: **Lisa Houg** Phone: **(623) 773-7115**
 Mailing Address: **City of Peoria, Materials Management
 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form CCP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: 602.787.6033 Fax: 602.787.8040

Name: Bill Schulz

Email: william.schulz@willis.com

Willis of Arizona, Inc.

Company Name

16220 N. Scottsdale Road, Ste. 600

Bill Schulz

Address

Printed Name

Scottsdale AZ 85254

Senior Vice President

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City of Peoria, Arizona. Effective Date: _____

City Clerk

Approved as to form:

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date _____

City Seal
Copyright 2003 City of Peoria, Arizona

Official File: _____

Carl Swenson, City Manager

Original Solicitation



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Term
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 20 pages.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Plan and Method of Approach.
 - b. Firm Experience.
 - c. Staff Capabilities and Assignments.
 - d. Cost Considerations.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

e. Conformance to RFP.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the insurance field.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

32. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

33. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P13-0010

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The City of Peoria hereby solicits qualified firms to submit proposals to provide services as an Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance. Proposals shall be submitted for one or both services (Workers' Compensation and/or Property & Casualty). If submitting for both services, please submit separate responses.

WORKERS' COMPENSATION

The Workers' Compensation Trust is responsible for providing the workers' compensation self-funded programs for all city employees complying with applicable federal and state laws. The selected firm will work with the Human Resources Department and Finance Department to include but is not limited to the following:

A. SCOPE OF SERVICES

1. Place all insurance, excess stop loss and bonds required by the City.
2. Assist in developing underwriting data and specifications for renewals.
3. Provide analysis of potential insurer.
4. Prepare an annual report including schedule of policies in force, coverage provisions, premiums, claims experience by year, and actuarial analysis to ensure adequacy of funding levels for self-insured risks.
5. Assist the City with risk management technical advice and expertise.
6. Provide other services that are normally and customarily required of a municipal broker.

B. SPECIFIC REQUIREMENTS

1. Provide renewal quotation(s) no later than 90 days prior to the expiration of policies. Should the Offeror be unable to do so, they shall notify the Human Resources Department – Workers' Compensation Trust no later than 90 days before expiration with written reason for the inability to do so.
2. Comply with service requirements outlined herein and/or communicated by the Trust during the term of the contract.
3. If the City of Peoria Workers' Compensation Trust submits any portion of the Trust program to competitive bidding, either for purposes for adding to the program or for changing providers of existing portions of the program, such as claims administration and/or excess insurance, the Firm will:
 - a) Draft detailed specifications.
 - b) Complete information necessary for Offerors to furnish meaningful proposals.
 - c) Prepare a detailed written report analyzing all proposals received.
 - d) Prepare a recommendation to the City for presentation to the Trust Board.
 - e) Upon the City of Peoria Workers' Compensation Trust selection of the provider, the Firm will:



SCOPE OF WORK

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Analyze the master contract presented by the provider to ensure that the contract complies with the specifications;
 - Review and establish claim procedures.
4. On a continuing basis, the Firm must provide the following services:
- a) Attend meetings of the City of Peoria Workers' Compensation Trustees to make presentations of items of interest to the Trustees and to discuss, answer and provide explanations to questions relative to workers' compensation.
 - b) Attend meetings of the City Council, when requested.
 - c) Assist, as requested by Human Resources, in the resolution of claim problems, administrative procedures, or service complaints that may arise from the City's workers' compensation program.
 - d) Provide actuarial analysis, loss forecast, retention analysis, bench marking to ensure adequacy of funding levels for the self-insured risks.
 - e) When requested, the Firm will prepare special reports on matters which are of particular interest or which, in the opinion of the Firm, require study and/or action.
 - f) In general, the Firm must be prepared to serve as consultant and advisor to the City of Peoria Worker's Compensation Trust and to assume the degree of responsibility, mutually agreed upon between the City of Peoria Workers' Compensation Trust and the Firm, for the overall sound and efficient operation of the workers' compensation program.
 - g) Attend at least one claims audit with the Third Party Administrator at the request of the City. Review workers' comp claims and provide the City with recommendations on the status of these claims.
5. The Firm selected shall provide training to the City's personnel on an as needed basis on insurance and risk management issues.
6. The Firm selected shall assist in the settlement of disputes between the City and the City's insurers, review reserves on specific claims, provide risk management related technical information. The Firm shall retain the past history of City claims.
7. The Firm shall designate an Account Representative who shall be responsible for the overall administration of the contract and who shall be the City's point of contact on issues related to the contract.



SCOPE OF WORK

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROPERTY & CASUALTY

The City seeks a qualified firm to provide insurance agent/broker services that shall have full access to the entire property and casualty insurance marketplace. The firm's services will include, but will not be limited to the following:

A. SCOPE OF SERVICES

1. Place all insurance and bonds required by the City;
2. Reports of market conditions;
3. Analysis of potential insurer;
4. Marketing reports;
5. Assistance in resolving disputes with insurers; and
6. Assisting the City with claim management technical advice and expertise.

B. SPECIFIC REQUIREMENTS

1. Marketing
 - a) Identify and analyze all viable markets for the City's insurance and bond needs.
 - b) Prepare appropriate marketing and underwriting information to be submitted to potential insurers and related service companies.
 - c) Arrange meetings between appropriate underwriters or service providers and City Attorney's Office staff for the purpose of presenting the City's account in the most favorable light.
 - d) Obtain insurance or related service quotations as appropriate.
 - e) Assist City Attorney's Office in negotiating the most favorable rates and coverages of service contracts.
 - f) Provide actuarial analysis, loss forecast, retention analysis, bench marking to ensure adequacy of funding levels for the self-insured risks.
2. Training

The Firm shall provide training to the City's personnel on an as needed basis on insurance and claim management issues.
3. Safety and Loss Control

The Firm shall provide safety and loss control consulting engineering services on an as-needed basis.
4. Miscellaneous Services

The Firm shall assist in the settlement of disputes between the City and the City's insurers, review reserves on specific claims, provide one claim audit per year, provide claim management related technical information, and provide related services on insurance and claim management issues. The Firm shall retain the past history of City claims.



SCOPE OF WORK

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Firm shall establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the City to monitor the program's progress and effectiveness. The City will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Firm shall submit the quality control report to the City's Claims Coordinator by no later than June 1 of each contract year.

5. Account Representative

The Firm shall designate an Account Representative who shall be responsible for the overall administration of the contract and who shall be the City's point of contact on issues related to the contract.

6. Property of Work

Any work resulting from the award of this contract will become the sole property of the City. The successful offer shall not copyright any material and/or reports. And, upon request, the firm must turn over all work papers and related documents to the City.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Proposal Format

Proposals shall be submitted for one or both services (Workers' Compensation and/or Property & Casualty). If submitting for both services, please submit separate responses. Please submit each response in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. The proposals shall not exceed twenty (20) pages in length, but shall include all of the elements listed below:

A. Plan and Method of Approach

- 1) Provide a description of the plan and method of approach your firm will utilize to accomplish the Scope of Work.
- 2) Discuss other issues that may not have been identified in the Scope of Work, but that may be of relevance and importance based upon your firm's experience in providing these services.

B. Firm Experience

- 1) Demonstrate the experience and capabilities of the firm.
- 2) Include any license information necessary to provide services in the State of Arizona.
- 3) Include past performance on contracts specifically with government clients.

C. Staff Capabilities and Assignments

- 1) Identify the key individuals that will be performing the work.
- 2) Demonstrate the experience and capabilities of each key member in relevant areas.
- 3) Provide professional designations necessary for performance of required services.

D. Cost Considerations

- 1) Provide annual fee for services for Workers' Compensation and/or provide annual fee for services for Property & Casualty. Include an explanation of all services that are included as part of the fee.
- 2) Include any associated travel or reimburseable costs, if applicable.

E. Additional Information

- 1) Provide a minimum of three (3) references, prefer references from governmental / municipal clients, who could attest to firm's knowledge, quality of work, timeliness, diligence, and flexibility.
- 2) Provide an example of an Annual Report that was prepared by your firm.

II. General Information

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The designated purchasing agent is Lisa Houg, Contract Officer. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.

The City reserves the right to award contract(s) to 2 different firms or 1 firm.



QUESTIONNAIRE

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms and Conditions or Scope of Work. If no exceptions, indicate by stating **NO EXCEPTIONS** below.

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Firm will obtain a City of Peoria business license at the time of contract award.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No x .

If yes, please provide details and documentation of the certification.

Negotiated Scope & Fee



December 5, 2012

Telephone: 602-787-6000
Fax: 602-787-8040
Website: www.willis.com

Lisa Houg, CPPB
City of Peoria
8401 West Monroe St
Peoria AZ 85345

Direct Line: 602-787-6129
E-Mail: joy.boswell@willis.com

RE: P13-0010, Property & Casualty Insurance Broker Services

Dear Lisa:

We appreciate the opportunity to offer a best and final proposal for the above referenced Request for Proposal. We recognize the time and effort that have been involved in the City's broker selection process and thank you for your professionalism.

QUESTION 1

With the exception of a formal actuarial report, the Willis broker service fee is inclusive of the services described in our proposal.

We are a local, full service, guaranteed cost brokerage firm. There are no hidden costs. In our original proposal under Section B, Firm Experience, we included some service highlights that we have provided for our public entity clients. No additional charges were made for those services.

As additional documentation, we are attaching descriptions of the services provided by Willis Resource staff, John Hoffmann and Brian Adelman. These loss prevention and safety services are included in our broker service fee.

Willis proposes a flat annual Property & Casualty broker service fee of \$22,500. This would be fixed for each of the next five years. Any new potential coverages would be handled on a fully transparent commission basis. There are no travel, reimbursable or other costs associated with this proposal.

QUESTION 2

Regarding a formal actuarial report, here are some considerations as the City evaluates the need for a formal report versus an informal analysis:

- GASB 10 requires a public entity to "recognize" their liabilities, but doesn't state how that must be done. A formal actuarial report is the best way. Many entities obtain a formal report every few years and use estimates in the years between.
- A formal actuarial report has benefits beyond loss funding: the report cost may decrease after the first report; actuaries can compare the effects that different retentions would have upon projected losses, which is very helpful in a volatile insurance marketplace; actuarial reports include data useful in the preparation of the entity's annual financial report.

- At no additional cost, Willis assists our clients with loss analysis for the purpose of loss funding. We do loss triangles, self insured retention analysis, and loss projections based upon favorable, average and adverse future loss experience.
- At no additional cost, Bill Schulz has made loss funding recommendations for Washington Elementary School District (including their previous Risk Manager Nancy Fantasia) for many years to the client's satisfaction.

Willis Actuarial Practice has quoted \$10,000 for a liability report and \$17,500 for a combined liability and workers' compensation report.

SUMMARY

Please note that Willis is offering to lower our annual fee for all inclusive and comprehensive P&C brokerage services to \$22,500. This fee reduction will offset the cost of a Willis Actuarial report being prepared every 3 to 4 years. Bill Schulz recommends that the City of Peoria receive a formal actuarial report every 3 to 4 years, with Willis calculating annual budgeting loss forecasting projections every year in house at no additional cost.

Please also note from a pricing standpoint that as outlined in our Client Bill of Rights, Willis does not accept profit sharing or any other financial contingency revenue dollars from insurance companies. This allows Willis to negotiate lower premium levels from the City's current insurance carrier, Travelers.

We would like to emphasize that due to the necessary coordination of claims and safety programs, it is in the best interests of the City of Peoria to select the same broker for both programs in order to maximize productivity. Willis has a strong preference in serving as the broker for both programs.

Please call me at 602-787-6129 if you would like to discuss any aspect of this letter or if I may be of further assistance.

Sincerely,



Joy Boswell, CPCU
Principal, Client Services
Public Entity Services

Willis Risk Control Services

Property Loss Control

Willis services and expertise in the areas of property loss control include:

- Analyzing losses across all entities to identify trends and areas for improvement
- On-site property loss investigations
- Assessing, monitoring, and measuring services provided by insurance companies
- Providing safety information as needed for specific issues
- Developing risk reduction/risk control programs
- Assist in reviewing Statement of Values (SOV) for specific buildings

Casualty Loss Control

Willis loss prevention solutions focus on the following applicable areas:

- Evaluating safety and health policies
- Manager/Supervisor safety training
- Assisting in the development of and participation with safety committees
- Helping with ergonomic studies or performing ergonomic assessments
- Developing client-specific training programs

Willis loss reduction efforts focus on reducing the severity of a loss after it has occurred.

- Changing a particular behavior or procedure as relates to a specific type of hazard
- Changing a particular environment prone to hazards and risks
- Changing the way employees interact with an environment prone to hazards and risks

Willis solutions are successful because they're all created from a process that includes the following:

- Gaining an understanding of your business and setting goals
- Trending losses, conditions and current safety efforts
- Pinpointing strengths and weaknesses of safety initiatives and programs

- Developing action plans, programs and procedures
- Making enhancements based on specific requests
- Following through with technical support

OSHA Compliance Consulting

Willis offers customized OSHA compliance program auditing and development in the many areas:

- Assisting with pre-OSHA surveys, OSHA audits, and OSHA mediation conferences
- Helping with OSHA recordkeeping and incident rate calculation
- Performing mock OSHA audits
- Emergency response
- Hazard Communication
- Lockout/Tagout
- Personal Protective Equipment
- Respiratory Protection
- Hearing Conservation
- Confined Space Entry
- Construction Safety
- Machine Guarding
- And all other compliance issues applicable to your business

Most of all, Willis Risk Control Services will concentrate on the prevention of accident and injuries to reduce the "Cost of Safety" for an organization.

Willis Claim Consulting Services

Property Claim Consulting Services

Willis services and expertise in the areas of property claim services include:

- Assist with prompt claims reporting and acknowledgement of the same per the policy conditions
- Get claims paid quickly, efficiently and appropriately when they pierce the SIR
- Assist with containing losses when they occur
- Work with client to get appropriate documentation to carrier/TPA
- Free webinars that consist of various exposures
- Catastrophic loss response planning
- Review cases for consideration of reporting to excess or umbrella insurers so reported in a timely fashion, with acknowledgement sent back to the client. Track all excess reporting activities and keep client updated on a scheduled basis

Casualty Claim Consulting Services

Willis claim consulting services focus on the following applicable areas:

- Review claim reporting protocols for efficiency to maintain proper lag time standards
- Identify service needs and level of claim activity
- Quarterly claim reviews to review action plans and reserves
- Develop service account instructions for client and carrier which outline best practices and expectations of TPA/carrier and policyholder
- Mobilize data analytics to deliver more efficient risk management
- Monitoring, advocacy and consulting by way of audits and client inquiries
- Review return-to-work program to mitigate Workers' Compensation exposures
- Provide customized reports as needed

- WC 101 training for supervisors and newly hired employees that assist client in reaching their overall program excellence goals
- Focus on designing, implementing, and monitoring the critical areas of a claims management program which, in turn allows a client to mitigate and control their cost of loss
- Willis works with any internal or external attorney designated by the client on any specific case or litigation needs. We act as a conduit of information, coordinating and keeping client abreast of all related activities

Willis loss reduction efforts focus on reducing the severity of a loss after it has occurred from a claims management perspective:

- Monthly claim service calls to follow up on action plans derived from claim reviews on 7-10 high exposure claims
- Consider enhanced claim investigations by recording injured workers statements as part of the claims reporting process
- Consider bolstering the return-to-work program by developing non-for-profit work to keep claimants involved in the workforce and mitigate indemnity exposures
- Review medical management program that includes the appropriate mix of vendor providers for medical and disability cost control
- Consider the implementation of pre-employment physicals to make sure the employee is capable of performing the essential job functions
- Review loss runs for possible closure of legacy claims and manage reserves

Proposal Submittal

EXECUTIVE SUMMARY

October 24, 2012

Mr. Steven M. Kemp, City Attorney
Mr. Brian Flynn, Claims Coordinator/Risk Manager
Ms. Lisa Houg, CPPB, Contracts Officer
City of Peoria
Peoria, Arizona

Dear Steven, Brian and Lisa:

Thank you for the opportunity to respond to the City's RFP.

Willis employs more than 15,000 professionals in over 100 countries worldwide.

Willis is the largest insurance brokerage firm in the Southwest with more than 200 professionals in our Phoenix office. The vast majority of our experienced staff have been long time Willis employees with strong insurance and risk management skills.

The City of Peoria's public entity dedicated service team would be led by co account executives Bill Schulz, CPCU (26 years with Willis) and Joy Boswell, CPCU (24 years with Willis) along with account manager Rita Muller, CPCU (25 years with Willis). This friendly and savvy public entity team has been providing professional services to Arizona public entities for a combined 75 years with Willis.

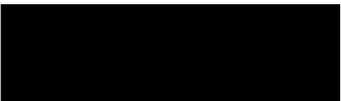
As the market leader for public entities in Arizona, particularly accounts with large retentions, we encourage the City of Peoria to contact our references such as the State of Arizona, City of Scottsdale, Town of Gilbert, City of Yuma, Lake Havasu City, City of Flagstaff and the City of Page.

We are the best qualified team to handle the City's program due to our significant market clout in the municipality insurance marketplace (more than \$50,000,000 in current Arizona public entity premiums) which facilitates our negotiating the lowest premiums while also allowing us to negotiate specific terms such as the inclusion of the City's recommended law firm(s) and special claims/litigation handling instructions.

Willis will take a leadership position with Brian Flynn's training with respects to insurance, risk management, risk/safety loss control and property appraisals to supplement his claims background.

Willis is 100% committed to utilizing our **local resources** as all personnel specialists (with the exception of David Orleans from our San Francisco office) referenced in this proposal reside in the Valley, and if awarded the City of Peoria contract, are available at a moments notice for in person assistance!

Best Regards,


Bill Schulz, CPCU
Senior Vice President
Director of Public Entity Services
602-787-6033
william.schulz@willis.com


Joy Boswell, CPCU
Vice President
Director of Public Entity Services
602-787-6129
joy.boswell@willis.com

TABLE OF CONTENTS

Section A.	Plan and Method of Approach
Section B.	Firm Experience
Section C.	Staff Capabilities and Assignments
Section D.	Cost Considerations
Section E.	Additional Information

Section A.

Plan and Method of Approach

PLAN AND METHOD OF APPROACH

We have found that the most effective way to ensure that the highest level of Willis professional brokerage services are delivered in a timely manner to our public entity clients is through the use of a monthly service plan with timeline dates and specific individual responsibilities clearly spelled out.

The following proposed service plan would be modified significantly after meeting with Steven Kemp to ensure input and feedback and then finalized at that time. This finalized service plan would then serve as the formal evaluation and quality control document to monitor each facet of the Willis contract with the City of Peoria.

December 2012

Willis is selected as the insurance brokerage firm for the City of Peoria. Meeting(s) would be scheduled with Steven Kemp by the account's co-account executives, Bill Schulz and Joy Boswell, to discuss and finalize an ongoing monthly service plan with timeline dates and specific individual responsibilities clearly communicated. These conversations would include the City sharing with Willis a clear understanding of the City's current loss funding program and its objectives (both short and long term) so that we might better appreciate the City's appetite for risk and alternative risk financing programs.

Joy Boswell would serve as the City's lead marketing professional and would formulate a marketing plan for each of the City's current policies with a comprehensive list of the insurance companies to be approached to facilitate a high spirited competition for the City's business. All prospective insurance companies would be required to have at least a Best rating of A- (unless the City agrees to lower this standard in writing) and we would discuss the pros and cons of each potential market. In addition to our local efforts to monitor the selection of insurance companies, we would rely heavily upon the Willis Market Security (located at our New York City Corporate Office) for their 24/7 updates regarding the financial status of virtually every operational insurance company in the world. This rigorous process regarding the selection of prospective insurance companies will ensure that the City of Peoria's best interests will always be protected by Willis.

Regarding the very important marketing process, Willis would request that currently valued loss data and property/vehicle schedules be sent electronically (wherever possible) to Joy Boswell which would then be formatted by Rita Muller for submission to the carriers. Rita Muller and Mিকেle Kunselman would assist Joy Boswell in completing generic applications for the marketplace (specific carrier applications would only be completed if the carrier is successful in writing the City's business).

Depending upon the City's feedback, the marketing game plan might include the current Travelers property program competing with Chubb, Lexington, OneBeacon and Affiliated FM for the renewal business. We have utilized all of these property markets with other large Arizona municipalities.

The current Travelers lead liability program might receive competition from Starr Indemnity, ACE, OneBeacon, Genesis, and Chartis. We might also solicit proposal options for higher retentions such as \$750,000 and \$1,000,000 to compare with the City's current SIR. Willis would prepare a spreadsheet with the pros and cons of each program for the City's review.

The current Great American special events policy with a \$5,000,000 limit and no retention might be competitively marketed to both Everest National and Philadelphia Insurance Company.

January 2013

If necessary after reviewing the City's property statement of values, Bill Schulz would assign John Hoffmann to assist with evaluating replacement cost values for the City's buildings and values.

Joy Boswell and Rita Muller would continue to work with the City to prepare carrier submissions.

Bill Schulz and Carolyn Smith would work with Brian Flynn to evaluate the City's exposures and offer insurance and risk management recommendations with respects to cost allocation systems and support, updating regarding current risk management techniques and issues, and the feasibility of alternative risk trusted options such as captives with the pros and cons clearly outlined. Willis will take a leadership with Bryan Flynn's training with respects to insurance, risk management, risk/safety, loss control and property appraisal to supplement his claims background.

February 2013

Applications to be submitted to the prospective and competing insurance companies by Joy Boswell.

David Orleans would work with the City in completing a specialized survey of the City's environmental exposures in this expanding major area of concern for public entities.

March 2013

David Orleans would offer recommendations and training regarding environmental issues.

Leslie Mathewson would review City of Peoria contracts and offer an analysis (she is an attorney) from an insurance perspective. If necessary, she would provide assistance regarding a review of the City's standardized contracts and certificates of insurance.

Brian Adelman and Julie Strickland would work closely with Steven Kemp and Brian Flynn to negotiate the inclusion of the City's recommended law firm(s) and specials claims/litigation handling instructions with the prospective carriers. They would also offer claims training for City staff if requested.

Carrier proposals would be due in late March to allow time for negotiations and marketing of excess insurance. There are approximately a dozen excess markets that might compete with RSUI for the excess business.

Please note that as stated in the Willis Client Bill of Rights, we do not share proposal information with competing carriers. Furthermore, Willis (unlike insurance agencies) does not accept any contingency compensation from insurance companies as to do so could create a conflict of interest and therefore not be in the City's best interests.

Carrier quotations would be carefully reviewed and revisions requested to assure that they are complete and competitive.

April 2013

As the City's property and lead liability policies are currently with Travelers, Bill Schulz is uniquely qualified to leverage and negotiate the lowest possible premiums and broadest coverages. The Travelers has appointed Bill to their highly coveted eight-person Public Entity Agency Council (PEAC) based upon his status as the largest Travelers broker of public entity business in the United States. He has strong relationships not only with underwriters but also the President and Director of Underwriting for the Travelers Public Entity Sector which would allow him to negotiate the best possible proposals for the City of Peoria.

May 2013

In early May Willis would provide the City with a comprehensive proposal book with copies of all carrier proposals. Joy Boswell would offer numerous options and offer a clear and concise analysis/spreadsheet of the pros and cons of each carrier's proposal with all exclusions clearly spelled out. Joy would also respond quickly to any questions/clarifications requested by the City.

At the City's direction, Bill Schulz and Joy Boswell would enter into best and final offers from those carriers that are most attractive to the City.

June 2013

The City of Peoria would make their selected purchasing decisions and then advise Willis. Subject to City Council ratification, Joy Boswell would be responsible for ensuring that all selected coverages are bound effective June 30, 2013 and that all details surrounding these transactions are clearly communicated to the City. Willis would emphasize to the carriers that Willis corporate compliance guidelines require that accurate policy issuance be promptly completed. Mickle Kunselman and Rita Muller would be responsible regarding the issuance of the City's certificates of insurance.

July 2013

Willis would collect all premiums and ensure that any return premiums are promptly returned in full payment to the City.

August 2013

Joy Boswell and Bill Schulz would deliver the City's policies in a comprehensive policy book after all policies are thoroughly reviewed for accuracy and all errors are corrected and reissued. This process would be completed subject to the high standards outlined in the Willis corporate policy review and delivery policy.

Bill Schulz would coordinate for John Hoffmann to meet with Steven Kemp regarding customized safety/loss control services based upon the City's unique exposures and needs. Such services might include site visits and ensuing recommendations, defensive drivers training, additional property appraisal assistance, safety programs and meetings and violence in the workplace.

September 2013

Brian Adelman and Julie Strickland would conduct claims audits of the liability program and offer a written report regarding their findings and recommendations.

October 2013

With numerous service programs already underway, Bill Schulz would meet with the City to receive feedback and also discuss potential future 2014 and beyond Willis services from both a short term and long term perspective.

Willis is 100% committed to utilizing our **local resources** as all personnel specialists (with the exception of David Orleans from our San Francisco office) referenced in this proposal reside in the Valley, and if awarded the City of Peoria contract, are available at a moments notice for in person assistance!

Section B.

Firm Experience

FIRM EXPERIENCE

WILLIS PUBLIC ENTITY REFERENCES

Willis is the market share leader for Public Entities in Arizona

The following is a partial listing of our current Arizona public entity clients that are served by the local Willis Public Entity team.

Public Entity	Time Period Handled	Contact Name and Phone Number
Arizona Western College	1982 to present	Sharon Register, [REDACTED]
Chandler Unified School District	1995 to present	Joel Wirth, [REDACTED]
City of Flagstaff	1995 to present	Margaret Penado, [REDACTED]
City of Mesa	2010 to present	Barry Hegrenes, [REDACTED]
City of Page	2012 to present	Rick Olson, [REDACTED]
City of Prescott	2009 to present	Sheri Swain, [REDACTED]
City of Scottsdale	2007 to present	Ted Howard, [REDACTED]
City of Yuma	2004 to present	Steven W. Moore, [REDACTED]
Coconino County	2008 to present	Bill Warren, [REDACTED]
Crane School District	1988 to present	Mike Wicks, [REDACTED]
Flagstaff Unified School District	1998 to present	Robert Kuhn, [REDACTED]
Gila River Indian Community	1998 to present	Christine Murphy, [REDACTED]
Glendale Elementary School District	2000 to present	Rod Petricek, [REDACTED]
Glendale Union High School District	1984 to present	Lou Wiegand, [REDACTED]
Lake Havasu City	2005 to present	Shirlee Palbicki, [REDACTED]
Pima County	2012 to present	Lauren Eib, [REDACTED]
Prescott College	2000 to present	Anne LaBruzzo, [REDACTED]
Tempe Elementary School District	1988 to present	Liz Yeskey, [REDACTED]
Town of Gilbert	1993 to present	Lee Frische, [REDACTED]
Tucson Unified School District	2004 to present	Maria Luna, [REDACTED]
State of Arizona	2006 to present	Ray DiCiccio, [REDACTED]
Washington Elementary School District	1999 to present	Rex Shumway, [REDACTED]

City of Flagstaff

Margaret Penado, Acting Risk Manager
 928-213-2083
 Willis client since June of 1995

- ✓ Negotiated with carriers to allow City to serve as their own TPA
- ✓ Secured primary & excess liability for City's skateboard and BMX parks, climbing wall and dam
- ✓ Worked with carriers to resolve issues related to construction in railroad easements
- ✓ On site & in house periodic reviews of statement of values for replacement cost
- ✓ Contract reviews, including construction
- ✓ International coverage
- ✓ Introduction to Willis Global Aviation staff and airport site visits
- ✓ Various Willis and Insurer training seminars
- ✓ Cyber Liability insurance placement

City of Prescott

Sheri Swain, Risk Manager
928-777-1257

Willis client since December 2008

- ✓ Successful transition to Willis as new broker
- ✓ Creation of exposure schedules in format preferred by underwriters
- ✓ Extensive marketing and redesign of liability insurance program with lower SIR and transition from in house TPA to carrier TPA services at competitive premiums
- ✓ Cyber Liability placement
- ✓ Crime insurance enhancements
- ✓ Presentation of insurance renewal program at City Council Work Session
- ✓ Contract reviews, including construction agreements
- ✓ Claims advocacy for claims arising prior to Willis being the broker
- ✓ Introduction to insurance company representatives

City of Scottsdale

Ted Howard, Director of Risk Management
480-312-7841

Willis client since February of 2007

The City of Scottsdale requested that Willis present the renewal proposal in early May and that we obtain an alternative quotation for each line of coverage. We were able to meet these criteria and presented their proposal on May 3, 2007. This accomplished with a significant overall premium reduction. Both cyber risk and environmental consulting services have been provided to the Risk Manager.

- ✓ Successful transition to Willis as new broker (19 insurance policies)
- ✓ Renewal proposal with alternative quotations delivered first week in May
- ✓ Significant premium reduction
- ✓ Enhancements to property policy
- ✓ Introduction to insurance company underwriters
- ✓ Introduction to Willis Global Aviation staff and airport site visit
- ✓ Introduction to Willis Cyber Risk specialist
- ✓ Presented Cyber Liability Proposals
- ✓ Introduction to Willis Environmental specialist
- ✓ Claims audit of in house claims handling
- ✓ Contract reviews
- ✓ Tenant Users Liability Insurance Program
- ✓ Utilization of Willis Fine Arts specialists.

City of Yuma

Steven W. Moore, City Attorney
928-373-5052

Willis client since March 2004

- ✓ Willis has significantly raised the city's property and excess liability limits while also significantly lowering the overall premium level
- ✓ Successful transition to new broker
- ✓ Competitive premiums allowed City to purchase higher excess liability
- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ (Initial survey found properties were significantly undervalued)
- ✓ Contract reviews, including construction
- ✓ Introduction to insurance company underwriters
- ✓ Risk management & site surveys for baseball park safety issues
- ✓ Annual loss analysis and trending for SIR funding
- ✓ Tenant Users Liability Insurance Program
- ✓ Cyber Liability insurance placement
- ✓ Workers compensation carrier file reviews

Gila River Indian Community

Christine Murphy, Insurance and Human Resources Manager
520-562-9522

Willis client since August 1988

- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ Secured favorable terms for protection class 9 and 10 properties
- ✓ Transition from deductible to self insured retention insurance program
- ✓ Introduction to insurance company underwriters
- ✓ Increase in excess liability limits
- ✓ Work with risk management to clarify relationship & insurance for various commercial enterprises; assist risk management in securing adequate documentation from sub entities
- ✓ Captive Feasibility Study
- ✓ TPA monitoring and file reviews
- ✓ Pre event safety site review for professional golf tournament hosted by insured
- ✓ Participation in insured's annual Safety Fair
- ✓ Cyber Liability insurance placement

Lake Havasu City

Shirlee Palbicki, Risk Manager
928-453-4143

Willis client since April 2005

- ✓ On site and in house periodic review of statement of values for replacement cost
- ✓ Increase in excess liability limits
- ✓ Tenant Users' Liability Insurance Program
- ✓ Risk management consulting for special event, festivals and lake exposures
- ✓ Contract review – extensive
- ✓ Crime insurance enhancements
- ✓ Cyber Liability insurance placement
- ✓ Workers Compensation carrier file reviews

Prescott College, Inc

Anne LaBruzzo, Accounting / Risk Manager
928-350-4006

Willis client since December 2000

- ✓ On site and in house periodic review of statement of values for replacement cost
- ✓ Secured coverage for Wilderness Adventure Education program which includes mountain climbing and whitewater rafting & kayaking
- ✓ Secured coverage for extensive international programs including manuscripted coverage for scuba diving, surfing and other water exposures for students and employees; also local admitted coverage for satellite campus located in Kino Bay, Mexico
- ✓ Extensive certificates of insurance for State and National Parks throughout the United States
- ✓ Coverage determinations
- ✓ Risk management consulting for use of premises
- ✓ Contract reviews and Claims Advocacy
- ✓ Successful placement of non-renewed workers compensation insurance

Town of Gilbert

Lee Frische, Risk Manager

480-503-6934

Willis client since July 1993

- ✓ Transition from deductible to self insured retention insurance program
- ✓ Obtain carrier approvals for preferred TPA and later for insured to serve as its own TPA
- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ Increased excess liability limits
- ✓ Cyber Liability insurance placement
- ✓ Crime insurance enhancements
- ✓ Introduction to insurance company underwriters
- ✓ Secured primary and excess liability for skateboard parks and climbing wall
- ✓ Risk management consulting for special events & festivals
- ✓ Contract reviews, including construction/project management agreements
- ✓ Certificate training for insured's staff
- ✓ Extensive participation in meetings, technical insurance, cost allocation and risk management consulting for waste water joint venture/IGA between Town of Gilbert, City of Mesa and Town of Queen Creek
- ✓ Annual loss analysis and trending for SIR funding

Tucson Unified School District

Maria Luna, Director of Risk Management

520-225-6653

Willis client since July of 2004

- ✓ Monitor new construction and maintain updated statement of values totaling almost one billion dollars
- ✓ Assisted with transition to Arizona School Risk Retention Trust's insurance program, including allowing TUSD to serve as own TPA.
- ✓ Claims advocacy for property and environmental claims
- ✓ Risk management consulting for wide range of liability issues

Washington Elementary School District #6

Rex Shumway, Legal Counsel

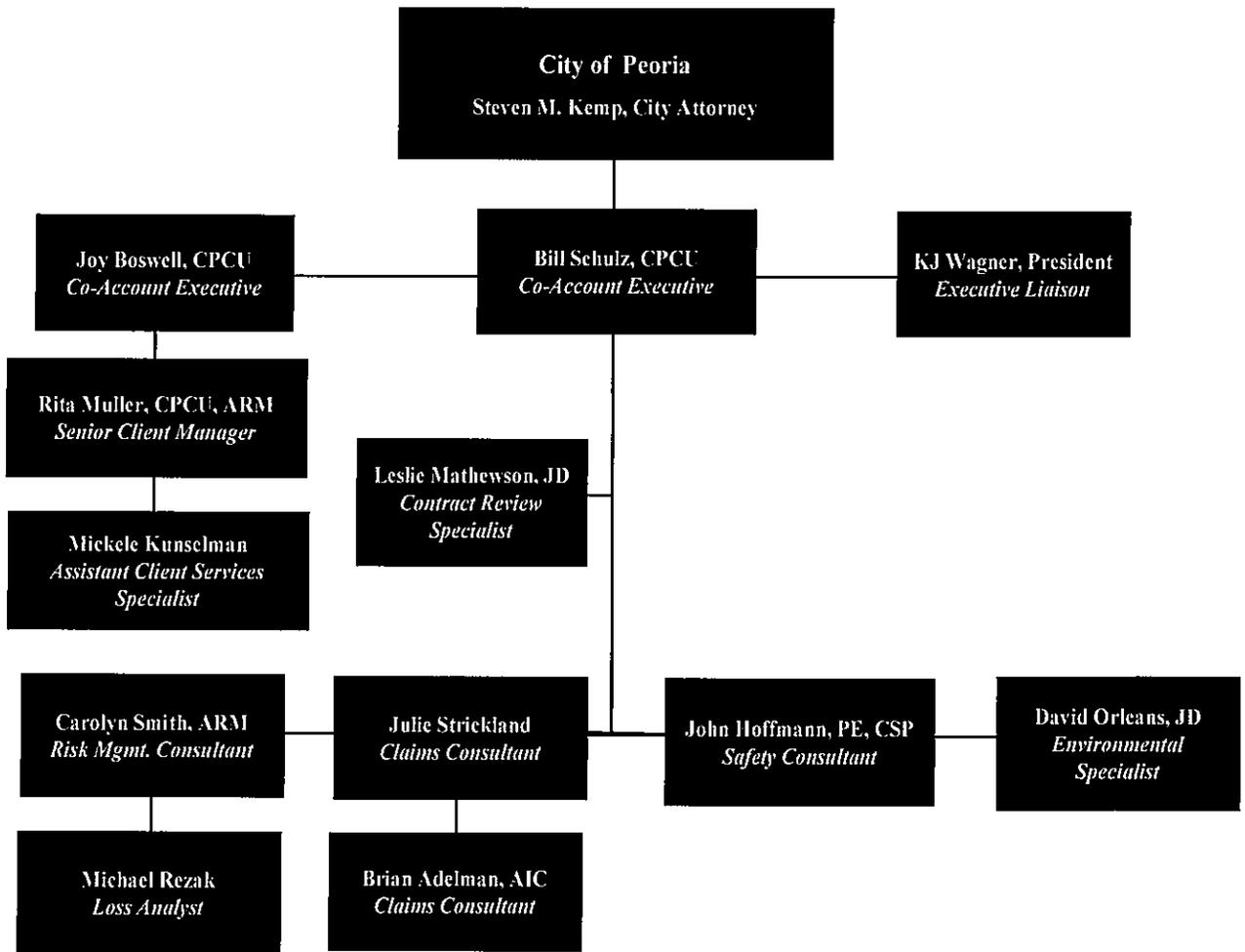
602-347-2600

Willis client since January of 1999

- ✓ On site and in house periodic review of statement of values for replacement cost
- ✓ Active participation in District's board meetings for their liability and workers compensation trusts, review of trust statement and annual recommendations about fund balances
- ✓ Risk management consulting on a wide range of liability issues

Section C.

Staff Capabilities and Assignments



Resumes are as follows:

BILL SCHULZ, CPCU
Senior Vice President, Public Entity Team
Co Account Executive – City of Peoria



Bill specializes in aggressively negotiating the final pricing and coverage terms for the Willis public entity team. Bill has spent the last 26 years with Willis and is responsible for ensuring that Willis specialized resources are working efficiently to assist the unique needs of public entities. He has the overall responsibility for Willis' public entity accounts.

Prior to coming to Willis, Bill managed the Arizona/New Mexico office of PENCO (Public Entities National Company). During that time he worked with well over 100 public entity clients in creatively designing and negotiating favorable pricing and coverage forms.

Bill graduated from the University of California, Berkeley with a B.S. in Business Administration (accounting emphasis) with Phi Beta Kappa honors.

The Travelers has appointed Bill to their highly coveted eight-person Public Entity Agency Council (PEAC) based upon his status as the largest Travelers broker of public entity business in the United States.

His strength is final negotiations with carriers on behalf of our public entity clients.

Bill earned his CPCU designation in 1991. His full name is William Sherlock Schulz.

JOY BOSWELL, CPCU, ARM
Vice President, Public Entity Team
Co Account Executive – City of Peoria



As Account Executive, Joy's responsibilities include risk analysis, full client service and communication with company underwriters in the marketing and servicing of major public entity accounts. She has worked exclusively with municipalities, counties, school districts and Indian Nations for 24 years at Willis to ensure quality service with respect to coverages and all risk management issues. She has a strong understanding of state and local laws, ordinances, regulations, policies and requirements. Joy has the overall responsibility for the marketing and service administration of all public entity accounts.

Prior to joining Willis, Joy was a Marketing Representative for Public Entities National Company, working with over 100 public entity clients in Arizona and New Mexico. She also worked for Farmland Insurance Companies in Des Moines, Iowa, for over eight years.

Joy graduated from Texas Christian University with a B.A. in Art History and Psychology and earned her CPCU designation in 1989. She is currently pursuing an ARM designation.

RITA MULLER, CPCU, ARM
Senior Account Manager, Public Entity Team
Account Manager – City of Peoria



Rita has over 25 of experience handling commercial property and casualty insurance. Since joining Willis in 1987, she has provided an outstanding level of service to our commercial clients. As the liaison between the insurance carrier and the insured, her primary responsibilities include quality control of policies, coverage issues and contract clarifications.

In addition, Rita provides day-to-day service for Willis public entity clients, coordinating with other members of the public entity account service team to deliver policy endorsements, certificates of insurance, auto ID cards and to assure accurate property, equipment and fleet schedules.

Rita is a Cum Laude graduate of the University of Wisconsin with a BBA in Manpower Management. She earned her Chartered Property and Casualty Underwriter (CPCU) designation in 1986, and most recently, the Associate of Risk Management (ARM). Rita also has the Certified Professional Insurance Women (CPIW) designation and is active in that organization.

KJ WAGNER

*President and Chief Executive Officer
Executive Liaison – City of Peoria*



As President and CEO of the Arizona operations of Willis Group Holdings including the Phoenix and Las Vegas offices, KJ is ultimately responsible for achieving the performance expectations of our clients and shareholders. His leadership style emphasizes team success and execution on behalf of our clients. He has empowered our Client Advocates to deliver Willis' global capabilities on a local level. These offices have been consistently recognized as top performers for Willis in North America.

In addition to the Executive Leadership, KJ is also a Client Advocate and a member of the Willis' prestigious Exceptional Producer Council. He is known in the industry for designing, marketing and servicing competitive property and casualty insurance programs for national and international accounts.

Prior to this appointment, KJ has served since 1999 most recently as Executive Vice President. Prior to joining Willis, KJ spent eight years with Sedgwick / J&H Marsh & McLennan, responsible for the service and growth of business in many industries.

KJ received a BA in Communications and Business Administration from Arizona State University and is currently an active member of the Fiesta Bowl Committee.

JULIE P. STRICKLAND

Vice President – Claims Management Services



Julie Strickland is a Vice President and responsible for the supervision and management of claims functions in our Phoenix office. The Claim Management team acts as liaison between our clients and the insurance companies in the handling and disposition of open claims and can assist in a claims consulting capacity.

Prior to joining Willis in 2003, Julie was a Claims Manager for AIG Claims Services. She has an extensive Risk Management background having worked for two large self insured, multistate employers; Continental Airlines and The Circle K Corporation.

Julie has authored numerous in-house training manuals; spoken at national seminars on Workers' Compensation; audited claims for her own company and a large insurance company. She has completed Arizona workers compensation courses and has her P & C license in Arizona.

JOHN HOFFMANN, ED.D., CSP, PE

Loss Control Consultant



As a loss control consultant in Willis' Phoenix, Arizona office, Dr. Hoffmann offers clients diverse and comprehensive experience in all aspects of loss prevention. His expertise includes property evaluations, site surveys and recommendations for improvements, management safety training and ergonomic evaluation and training.

Prior to joining Willis, John was the Guest Safety Manager at the Disneyland Resort. While there he was responsible for accident/incident analysis, property and liability risk assessment, attraction safety, accessibility (ADA), and regulatory requirements review. John also participated with committees in the development of property engineering, safety and accessibility standards for all of Disney.

Before Disney, John was an engineering manager for ICI. His responsibilities included working with loss prevention surveys of facilities, new construction reviews, special hazard analysis, training programs and various projects for "highly protected risk" properties. As the Corporate Manager of Safety, Health and Environment Programs he developed various environmental procedures to control air emissions, hazardous waste and energy usage.

John started his career with the Norfolk and Western Railway as an electrician apprentice. Multiple promotions brought responsibilities for all aspects of marine terminal and railway operations and maintenance. He also has project, plant, engineering, safety and environmental management experience in the manufacturing, transportation and chemical industries.

John holds a Bachelor of Science from Old Dominion University, a Master of Science from East Texas State University and Doctor of Education from Texas A&M-Commerce, with an emphasis in environmental studies, supervision and curriculum development. He obtained his Professional Engineer (P.E.) license in 1980 and his Certified Safety Professional (CSP) designation in 1994. John is also an experienced instructor; he has been a part-time lecturer and adjunct professor at various universities for over 25 years.

BRIAN ADELMAN, AIC

Claims Consultant. Claims Management Services



Brian Adelman is a Claims Consultant which involves the supervision and management of claims functions in the Phoenix office. The Claims Management team acts as a liaison between our clients and insurance companies to assist in the handling, settling and disposition of open claims in a consulting capacity.

Prior to joining Willis in 2005 Brian was a Senior Claims Adjuster for Sentry Insurance specializing in Property and Casualty and Workers Compensation Insurance. Brian has also worked for Enterprise Rent-A-Car as a Branch Manager specializing in insurance replacement rentals for property losses.

Brian has led several training classes and claim reviews which involved techniques in underwriting strategies as well as managing and settling complex claims and legal issues with clients, attorneys and associates. Brian has completed several courses specializing in Arizona and California Workers compensation, Medical Management, Litigation Management and has held Property and Casualty insurance licenses in several states.

LESLIE A. MATHEWSON, J.D.
Senior Client Manager – Contract Review Specialist

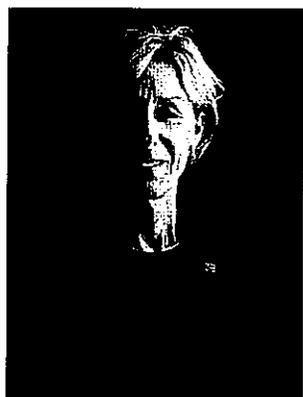


Leslie Mathewson joined Willis' Phoenix office in January, 2007 as a Senior Client Manager. Leslie provides risk management consulting services for an industrial REIT which owns and develops warehousing and distribution facilities around the world. Some of Leslie's responsibilities include reviewing and negotiating leases and contracts to ensure that tenants, contractors and vendors maintain appropriate insurance coverages and limits, and reviewing and providing risk assessment of construction agreements where the REIT is the developer, especially those involving work near railroad property.

Prior to joining Willis, Leslie drafted and negotiated leases for a large commercial office REIT. She also worked for a land development corporation assisting with a 300+ acre development project in San Francisco, CA. Leslie drafted and negotiated construction and various professional contracts for work pertaining to building and infrastructure construction projects. She assisted with documentation needed to ensure infrastructure projects would be accepted by the San Francisco Redevelopment Agency, prepared documents to be recorded with the San Francisco County Assessor-Recorder and worked with project managers and various San Francisco agencies, including the Department of Building Inspection, to obtain grading, street improvement, demolition and other permits.

Leslie has a B.A. Degree from the University of San Francisco and a Juris Doctorate from Santa Clara University, School of Law. Leslie also maintains an Arizona resident Property and Casualty insurance broker's license and a California non-resident Fire and Casualty insurance broker's license.

CAROLYN R. SMITH, ARM
Executive Vice President, Risk Solutions



Carolyn's experience in risk management began in 1982 on the risk management staff of a Fortune 500 company in Dallas, TX. She spent the next eight years learning the "client's perspective" of risk management moving to another Fortune 500 company on the West Coast. She is now responsible for the Risk Solutions practice in Phoenix.

Carolyn's experience has also included coverage/policy renewal negotiations for all lines of coverage, preparation of underwriting data, responsibility for risk management information systems, development of risk management policies and procedures, loss reserve analysis and risk transfer techniques. She adds a new dimension to the servicing of Willis clients by representing the client's perspective. She assists risk management clients in contract review, merger and acquisition due diligence, cost allocation and budgeting. She is responsible for overseeing the delivery of loss control, claims management and risk management services to our Risk Solutions' clients.

Carolyn has been with Willis for sixteen years, moving to Phoenix in 1993.

Carolyn received her Bachelor's degree in Business Administration from Eastern New Mexico University. She has participated in numerous seminars on techniques of risk management, risk financing, claims management and risk control and is currently pursuing the Certified Insurance Counselor (CIC) designation.

DAVID ORLEANS
Vice President
Environmental Practice



David Orleans joined the Environmental Practice of the Willis team in January of 2006. Prior to joining Willis, David had over seven years of experience in commercial and environmental underwriting with Fireman's Fund and Kemper Environmental. David's area of expertise is in providing insurance programs for real estate portfolios and related real estate development projects. David also specializes in programs for businesses in higher risk industries such as oil and gas, chemical manufacturing, and hazardous materials handling.

Prior to underwriting, David practiced law as Assistant General Counsel to New Mexico Environment Department (NMED). As counsel to NMED, David worked on hearings related to the permitting of hazardous waste disposal sites. He also worked on matters of jurisdiction between state agencies, the Federal Government and Indian Tribes. David's experience in underwriting and law bring a unique set of skills to Willis. He enriches the Environmental Practice with insights into the complexities of exposures to environmental risk and coverage issues in a variety of insurance products.

David graduated from law school in 1997 and is a member of the State Bar of New Mexico. He holds a Bachelors Degree in Biology and Environmental Studies from Indiana University at Bloomington. He has served on the Environmental Restoration Advisory Board for Treasure Island and Yerba Buena Island. David also serves on the Willis Environmental Practice Climate Change Task Force.

STATE OF ARIZONA
DEPARTMENT OF INSURANCE
Internet Web Site: www.id.state.az.us
2910 North 44th Street, Suite 210, Phoenix, AZ 85018

LICBGM

WILLIS OF ARIZONA INC
11201 N TATUM BLVD #300
PHOENIX, AZ 85028

License Number: 85870

Congratulations. Your license application has been approved. You now hold the following license authority:

<u>License Authority</u>	<u>Issued Date</u>	<u>Expiration Date</u>
CASUALTY PRODUCER	01/31/2010	01/31/2014
ACCIDENT/HEALTH PRODUCER	01/31/2010	01/31/2014
LIFE PRODUCER	01/31/2010	01/31/2014
PROPERTY PRODUCER	01/31/2010	01/31/2014
SURPLUS LINES BROKER	01/31/2010	01/31/2014

ONLINE LICENSE INFORMATION: The Department no longer issues physical license certificates. Up-to-date information concerning your license is available online from the Department of Insurance Internet web site. You should view your license record on the web site to make sure all the information is correct. If any changes need to be made, please visit iplus.azinsurance.gov.

CONTINUING EDUCATION: A resident of Arizona who holds a nonresident license in another state at any time during the term of the Arizona license must complete insurance continuing education.

REQUIRED REPORTING: You must provide a written notice to the Insurance Licensing Section within 30 days of any change to the following:

- A change to your name, or home, mailing or business addresses;
- For business entity licensees, newly appointed members, owners or directors;
- Administrative action taken against you in any jurisdiction or criminal proceeding initiated against you in any jurisdiction.

The foregoing is NOT an exhaustive list of requirements. Insurance professionals must remain abreast of, and comply with, all applicable laws and rules.

Consider completing a brief online survey at www.id.state.az.us/LicensingSurvey so we know what we are doing well and areas we can improve.

Section D.

Cost Considerations

COST CONSIDERATIONS

Willis will handle all services outlined in this proposal for an annual flat fee of \$25,700.

This fee will remain fixed for each of the next five years.

Any potential new coverage's would be handled on a fully transparent commission basis.

There are no travel, reimbursable or other costs associated with this proposal.

Section E.

Additional Information

References for Experience and Qualifications of the Vendor

Provide a list of at least three (3) organizations of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City.

Please see preceding pages for additional public entity references and the services Willis has provided them.

Reference one: Willis Client since February of 2005
 Name of firm: Lake Havasu City
 Contact Person: Shirlee Palbicki
 Contact Information: 928-453-4143 palbickis@lhcaz.gov
Marketing, placement and servicing of property, excess property, liability, excess liability, workers compensation, storage tank liability, tenant users liability, airport liability, government crime, special risk, and international coverage's.
Claims audit of in-house claim handling.
Introduced Risk Manager to various underwriters.
Introduced Risk Manager to Willis Cyber Risk and Environmental Specialists.
Contract reviews.
Delivery of September 1 renewal proposals in July each year.

Reference two: Willis Client since December 2008
 Name of firm: City of Prescott
 Contact Person: Sheri Swain, Risk Manager
 Contact Information: 928-453-4143 sheri.swain@cityofprescott.net
 Services provided: Marketing, placement and servicing of property, liability, excess liability, excess workers compensation, government crime, tenant users liability, accident insurance, and airport liability.
Creation of Excel exposure schedules in format preferred by underwriters.
Extensive marketing and redesign of liability insurance program, with cyber liability and crime insurance enhancements.
Presentation of proposed insurance renewal program at City Council work session.
Contract Reviews, including construction agreements.
Claims advocacy for claims arising prior to our agent term of record.
Introduction to insurance company representatives.

Reference three: Willis Client since March 1993
 Name of firm: Town of Gilbert
 Contact Person: Lee Frische, Risk Manager
 Contact Information: 480-503-6934 Leland.Frische@gilbertaz.gov
 Services provided: Marketing, placement and servicing of property, liability, excess liability, cyber liability, fiduciary liability, storage tank liability, and government crime.
Renewal proposal for July 1, 2009 presented on April 30, 2009.
Periodic property valuations for insurance replacement cost.
Annual loss analysis & trending for self insured retention funding.
Contract review, including construction/project management agreements.
Certificate of insurance group training for Town of Gilbert staff.
Extensive participation in meetings, technical assistance, cost allocation and risk management consulting for waste water joint venture/IGA between City of Mesa, Town of Gilbert and Town of Queen Creek
Annual loss analysis and trending for SIR funding



**CLIENT
LOYALTY
REPORT**

**PREPARED FOR
PetSmart, Inc.**

July 10, 2012

Summary

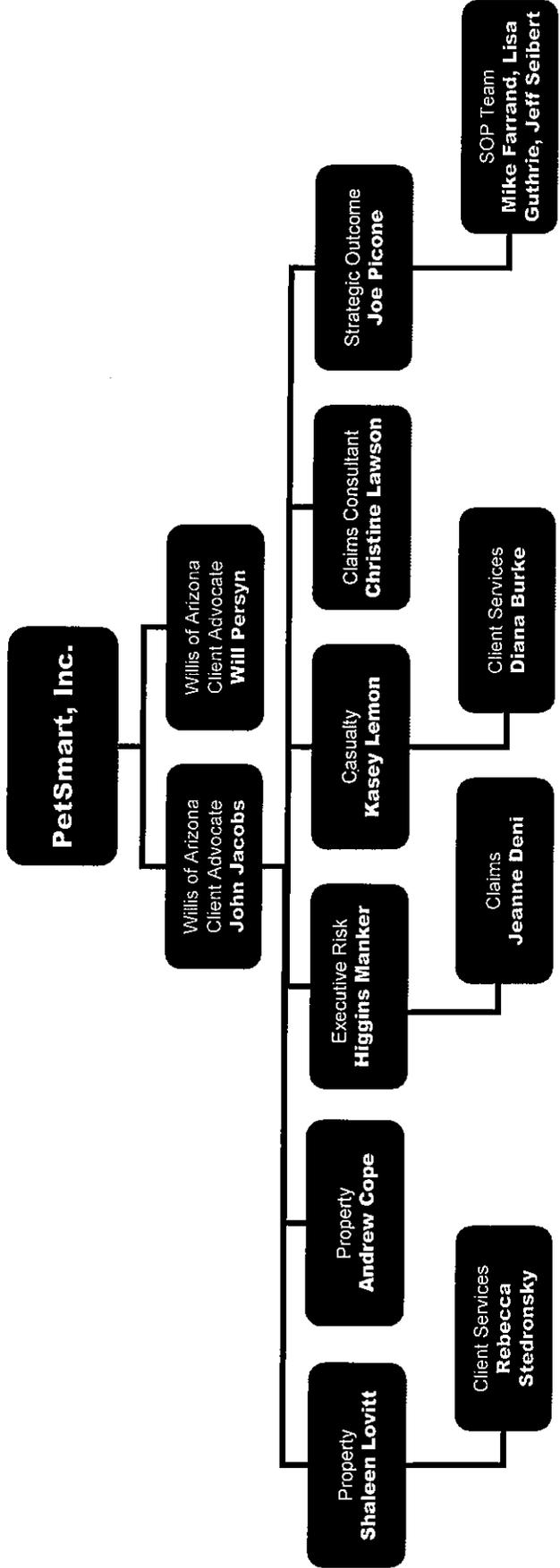
EXECUTIVE SUMMARY

Willis has had the privilege to partner with PetSmart, Inc. as your insurance advocate and broker since October 2006. As your business partner, Willis strives to provide outstanding service and support to your Risk Management Group. By capitalizing on the strengths of both our organizations we continue to add measurable value to your organization.

Working together this year, we have:

- Minimized impact of the hardening market on your insurance program
 - Enhanced and broadened coverage across the insurance program
 - Reviewed and provided input on Sedgwick TPA contract renewal
- For the upcoming year, our goals are to:
- Continue to minimize impact of the hardening market on your insurance programs
 - Develop and implement a Strategic Risk Plan that defines performance metrics and accountabilities
 - Evaluate and improve handling of aged claims and implement Medical Cost Containment Initiative
 - Help refine forecasting tools and continue to provide actuarial support and analytics
 - Assist with the selection and Implementation of a new Risk Management Information System and dashboard
 - Implement performance metrics to drive accountabilities for both Sedgwick and Willis
 - Work with Ace to address Service Account Instruction changes and panel counsel use
 - Add Crawford as a designated adjuster on the Zurich Property Policy and implement notice process

Thank you for the continuing opportunity to partner with your company.



Casualty/Excess Liability

CASUALTY/EXCESS PROGRAM REVIEW

Maintain rates on casualty program and enhance broad coverage
Ongoing strategic analysis of optimal current and future Risk Finance structure
Total Cost of Risk (TCOR) calculation, including capital modeling
Review and compare collateral
Review Sedgwick renewal contract

Casualty/Excess Liability

ACTIVITY	IMPACT
11/1/2011 Primary Casualty Renewal <ul style="list-style-type: none"> ▪ Negotiated reduction in carriers requested collateral ▪ Reduced rate increase on Work Comp 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} reduction in requested collateral ▪ \$ {CONFIDENTIAL}
11/1/2011 Excess Casualty Renewal <ul style="list-style-type: none"> ▪ Increased excess casualty limit from {CONFIDENTIAL} 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} added to balance sheet protection
<ul style="list-style-type: none"> ▪ Began Strategic Risk Plan assessment process 	<ul style="list-style-type: none"> ▪ Provided comprehensive draft strategic plan for next 3 years ▪ Defined objectives, accountabilities, and desired outcomes ▪ Defined necessary analytics ▪ Defined increase in efficiencies
<ul style="list-style-type: none"> ▪ Performed Actuarial Report ▪ Comprehensive Cost of Risk (CCoR) ▪ Financial Impact Analysis 	<ul style="list-style-type: none"> ▪ Benchmarking for Beecher report / ACE collateral ▪ Identified optimal structures at different certainty levels ▪ Defined acceptable risk tolerance
<ul style="list-style-type: none"> ▪ Review of Sedgwick agreement 	<ul style="list-style-type: none"> ▪ Provided suggested contract enhancements ▪ Recommended potential performance criteria
Subtotal Hard \$ Savings	\$ {CONFIDENTIAL}
Subtotal Increased Balance Sheet Protection	\$ {CONFIDENTIAL}
Total Financial Impact	\$ {CONFIDENTIAL}

Casualty/Excess Liability

CASUALTY/ EXCESS LIABILITY MARKET OVERVIEW

CASUALTY:

- In late 2010 we began to see the marketplace leveling out. By the third quarter of 2011 there is a definite stiffening of the market. Many carriers are seeking rate increases in the range of 5% to 10%, and some carriers are willing to walk away from renewals if they cannot get a sufficient rate.
- Flat to minimal growth in most sectors for the rating basis and insured exposures has resulted in the carriers pushing for rate increase to maintain premium levels.
- As the employment front and payroll levels stabilize, so should work comp rates. Carriers are paying close attention to hiring practices and safety training as most injuries occur with new hires.

EXCESS LIABILITY:

- Capacity remains high in the excess marketplace. Recent Catastrophe events could impact both capacity and rates.
- The marketplace is less soft and we are seeing similar increases in renewals, mirroring the casualty market.
- Carriers are standing firm on terms and conditions and walking away from buyers with unreasonable demands.
- Buyers should anticipate more underwriting questions and be prepared to provide details related to products and vendor management.

Results of Willis North American Survey completed February 2012 showing renewal rates:

Coverage	Rate Decrease	Rates Flat	Rate Increase	Increase up to 5%	Increase of 5%+
Work Comp	3%	8%	89%	49%	36%
Auto Liability	3%	26%	71%	51%	20%
General Liability	3%	19%	77%	57%	21%
Umbrella	1%	24%	75%	45%	30%

Casualty/Excess Liability

CASUALTY/EXCESS GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Select long-term Risk Management System solution	<ol style="list-style-type: none"> Set demo meetings with Origami & DataWize Select system that meets/exceeds PetSmart's needs 	<ul style="list-style-type: none"> ■ Reduction in time spent ■ Possible cost savings on RMIS
2. Structuring long-term enterprise wide Incident Reporting solution	<ol style="list-style-type: none"> Strategic Risk Review Determine priorities and formulate plan 	<ul style="list-style-type: none"> ■ Executive level reports and dashboards ■ Enhanced decision making
3. Management of Third Party Administrator, including structuring performance measurements	<ol style="list-style-type: none"> Develop Metrics for evaluation of performance and conduct annual audit 	<ul style="list-style-type: none"> ■ Ensures Sedgwick is delivering appropriate claim handling outcomes
4. Selection of most appropriate methodology of auditing Workers' Compensation claims handling	<ol style="list-style-type: none"> Identify potential 'red flag' claims Identify alerts and processes 	<ul style="list-style-type: none"> ■ Set correct reserves ■ Better control of claims
5. Complex financial analysis, including forecasting increasing medical inflation reserve concerns	<ol style="list-style-type: none"> Develop and implement models to forecast reserves and inflation Normalize reports to adjust for inflation 	<ul style="list-style-type: none"> ■ Eliminates surprises ■ Assists in deriving more accurate budget/forecast ■ Reports true impact of efforts/results
6. Tie together actuary information with claims trending/forecasting	<ol style="list-style-type: none"> Focus analytics to drive out claims costs 	<ul style="list-style-type: none"> ■ Provide basis and tools for better leverage in negotiating collateral requests
7. Improve handling of aged claims	<ol style="list-style-type: none"> Increase knowledge of Legion & Travelers claims Set up strategic plan to close claims 	<ul style="list-style-type: none"> ■ Collateral held will be reduced ■ Will provide positive results for renewal programs

Casualty/Excess Liability

CASUALTY/EXCESS GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Keep premium growth to a minimum in the hardening marketplace	<ul style="list-style-type: none"> a. Prepare to market renewal early b. Explore carrier options 	<ul style="list-style-type: none"> ■ Leverage existing carriers for best terms and pricing

FINPRO PROGRAM REVIEW

Market program in light of soft market

Reduce costs

Enhance coverages

Evaluate higher limits

FINPRO 2011-2012 ACCOMPLISHMENTS

ACTIVITY	IMPACT
9/1/2011 D&O Renewal-Increase coverage by \$ {CONFIDENTIAL} additional limits	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Increased coverage
9/1/11 Special Crime Renewal <ul style="list-style-type: none"> • Crime- Reduced premium from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} or \$ {CONFIDENTIAL} ▪ Special Crime- Reduced premium from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} or \$ {CONFIDENTIAL} ▪ Fiduciary- Increase limits from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} for an additional \$ {CONFIDENTIAL} in coverage 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Premium Savings ▪ \$ {CONFIDENTIAL} Increased coverage
2/1/12 EPL Renewal <ul style="list-style-type: none"> ▪ Increase Limits of Liability from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Increased coverage
Total Hard \$ Savings	\$ {CONFIDENTIAL} Premium Savings
Total Increased Balance Sheet Protection	\$ {CONFIDENTIAL}

FINPRO MARKET OVERVIEW

D&O:

- D/O Market is in state of change, with price firming seen
- Certain markets are pushing for rate increases: Chubb, Chartis
- Capacity remains strong, other markets considering writing primary

Crime:

- Catastrophic losses appear to be down, while large seven and eight figure losses still occur; the startling number of nine-figure losses has dropped off.
- Claim activity is still significantly higher than in the pre-recessionary economy.
- Capacity remains plentiful, and newer entrants into the market who previously limited themselves to excess layers are now targeting primary layers for smaller to mid-sized institutions and commercial risks, adding to an already competitive market.

Fiduciary Liability:

- Many insurers that had retreated a few years back, pulling or limiting capacity, are now back in business. A number of these carriers have or will be introducing new coverage forms.
- Undeterred by the legal and legislative debate over health care reform (the Patient Protection and Affordable Care Act), carriers are braced for a potential spike in claims, especially on the administrative side of the contract.

Employment Practices Liability:

- Employment Practices Liability (EPL) looms large in the age of the whistleblower, WikiLeaks and new/social media.
- An unprecedented number of Employment Practices Liability claims were filed with the Equal Employment Opportunity Commission in the past year.
- A number of key EPL carriers are also retooling the loss control arsenal they offer to their policyholders usually free of charge or with some element of cost sharing.

FINPRO GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Assure appropriate limits	a. Benchmarking b. Evaluate Limits	
2. Pursue coverage enhancements as appropriate	a. Evaluate new enhancements that become available	

Property/Cargo

PROPERTY/CARGO PROGRAM REVIEW

2012-2013

Minimize impact of hardening market on premium cost
Evaluate CAT Exposure/PML for CA Earthquake
Enhance Program Sublimits
Evaluate Stock Trough Put Coverage
Review Supply Chain Exposure

Property/Cargo

PROPERTY/CARGO 2011-2012 ACCOMPLISHMENTS

ACTIVITY

FINANCIAL IMPACT

- | | |
|---|---|
| 2012 Property Renewal – Increased Key Sub limits:
▪ Off Premises Service Interruption from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL}
▪ Extra Expense from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} | ▪ \$ {CONFIDENTIAL} Additional Limits Available |
| 2011 Cargo Renewal- Reduced composite rate by 25% resulting in a premium reduction | ▪ \$ {CONFIDENTIAL} Premium Reduction |

Total Hard \$ Savings

\$ {CONFIDENTIAL}

Total Increased Balance Sheet Protection

\$ {CONFIDENTIAL}

PROPERTY/CARGO MARKET OVERVIEW

Property:

- 5% - 15% increases on CAT accounts (Market is in "transition " - very inconsistent)
- Market is firming in general and hardening for insured's who are buyers of large CAT and adverse loss history
- There still remains plenty of surplus in the market however underwriters appear much more cautious deploying CAT capacity
- In general, relative firming cycle is expected to continue as losses amass with most markets seeking rate increases

Cargo:

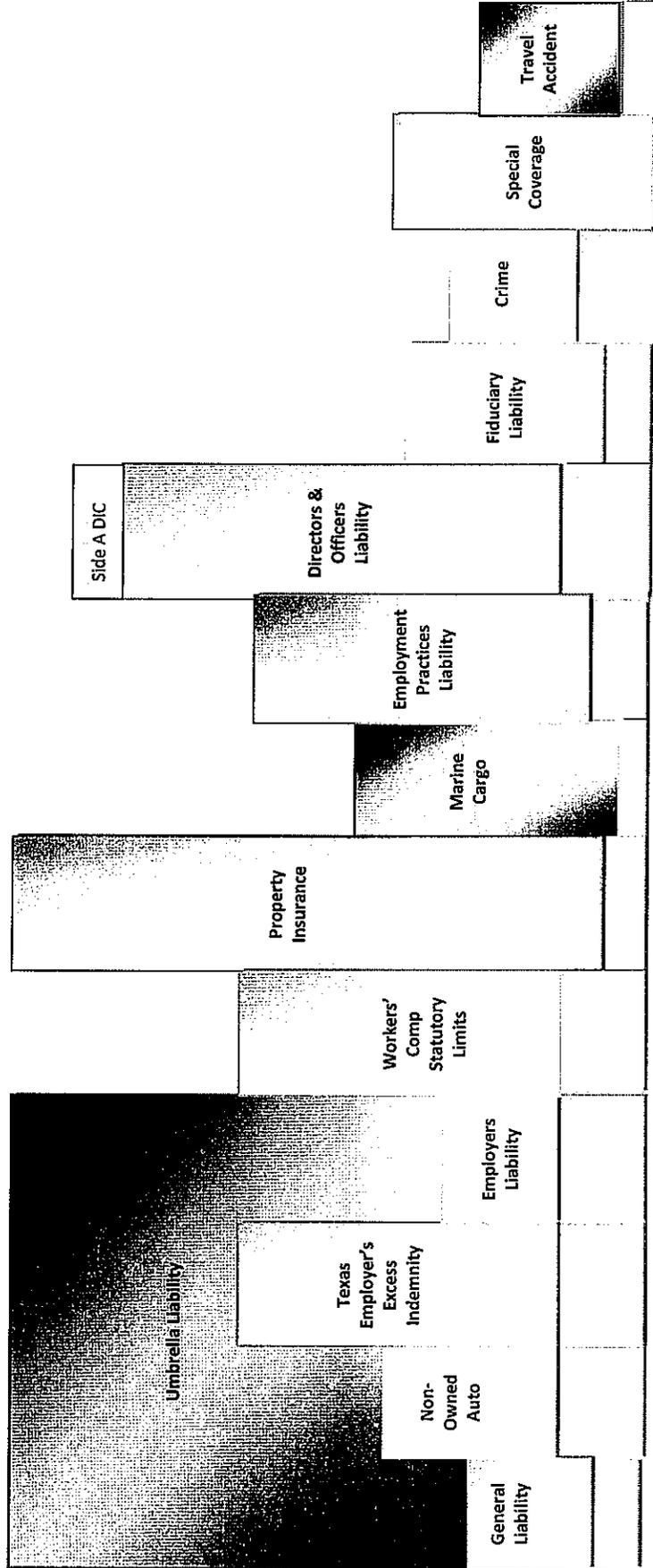
- Tentative economic recovery has meant increased cargo shipments and rising demand for coverage, but competition in the global cargo insurance market remains high.
- In the absence of major losses, the market dynamic of recent years will remain: increased capacity, greater competition and reduced rates
- Climate continues to have a far-reaching impact, causing sudden price hikes and unforeseeable volatility, as demonstrated by the recent Russian wheat export bans and the impact on cotton prices following the flood in Pakistan

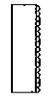
Property/Cargo

PROPERTY/CARGO GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Evaluate the need for an in depth Supply Chain Analysis and Cost Assessment	a. Proposal for Services - completed b. Buy In from Management - pending	<ul style="list-style-type: none"> ■ Broader protection for contingent coverages at a more efficient deductible structure

Risk Finance - Insurance Structure with Premium



 = Deductible

WORKERS COMPENSATION TRUST



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P13-0010** Proposal Due Date: **October 24, 2012**
 Materials and/or Services: **Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance** Proposal Time: **5:00 P.M. AZ Time**
 Project No: **NA** Contact: **Lisa Houg** Phone: **(623) 773-7115**
 Mailing Address: **City of Peoria, Materials Management
 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form CCP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: 602.787.6033 Fax: 602.787.8040

Name: Bill Schulz

Email: william.schulz@willis.com

Willis of Arizona, Inc.

Company Name

Authorized Signature for Offer

16220 N. Scottsdale Road, Ste. 600

Bill Schulz

Address

Printed Name

Scottsdale AZ 85254

Senior Vice President

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City of Peoria, Arizona. Effective Date: _____

City Clerk

Approved as to form:

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date _____

City Seal
Copyright 2003 City of Peoria, Arizona

Official File: _____

Carl Swenson, City Manager

Original Solicitation



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Term
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 20 pages.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Plan and Method of Approach.
 - b. Firm Experience.
 - c. Staff Capabilities and Assignments.
 - d. Cost Considerations.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

e. Conformance to RFP.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the insurance field.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

32. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

33. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The City of Peoria hereby solicits qualified firms to submit proposals to provide services as an Agent/Broker for Workers' Compensation Trust and/or Property & Casualty Insurance. Proposals shall be submitted for one or both services (Workers' Compensation and/or Property & Casualty). If submitting for both services, please submit separate responses.

WORKERS' COMPENSATION

The Workers' Compensation Trust is responsible for providing the workers' compensation self-funded programs for all city employees complying with applicable federal and state laws. The selected firm will work with the Human Resources Department and Finance Department to include but is not limited to the following:

A. SCOPE OF SERVICES

1. Place all insurance, excess stop loss and bonds required by the City.
2. Assist in developing underwriting data and specifications for renewals.
3. Provide analysis of potential insurer.
4. Prepare an annual report including schedule of policies in force, coverage provisions, premiums, claims experience by year, and actuarial analysis to ensure adequacy of funding levels for self-insured risks.
5. Assist the City with risk management technical advice and expertise.
6. Provide other services that are normally and customarily required of a municipal broker.

B. SPECIFIC REQUIREMENTS

1. Provide renewal quotation(s) no later than 90 days prior to the expiration of policies. Should the Offeror be unable to do so, they shall notify the Human Resources Department – Workers' Compensation Trust no later than 90 days before expiration with written reason for the inability to do so.
2. Comply with service requirements outlined herein and/or communicated by the Trust during the term of the contract.
3. If the City of Peoria Workers' Compensation Trust submits any portion of the Trust program to competitive bidding, either for purposes for adding to the program or for changing providers of existing portions of the program, such as claims administration and/or excess insurance, the Firm will:
 - a) Draft detailed specifications.
 - b) Complete information necessary for Offerors to furnish meaningful proposals.
 - c) Prepare a detailed written report analyzing all proposals received.
 - d) Prepare a recommendation to the City for presentation to the Trust Board.
 - e) Upon the City of Peoria Workers' Compensation Trust selection of the provider, the Firm will:



SCOPE OF WORK

Solicitation Number: **P13-0010**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Analyze the master contract presented by the provider to ensure that the contract complies with the specifications;
 - Review and establish claim procedures.
4. On a continuing basis, the Firm must provide the following services:
- a) Attend meetings of the City of Peoria Workers' Compensation Trustees to make presentations of items of interest to the Trustees and to discuss, answer and provide explanations to questions relative to workers' compensation.
 - b) Attend meetings of the City Council, when requested.
 - c) Assist, as requested by Human Resources, in the resolution of claim problems, administrative procedures, or service complaints that may arise from the City's workers' compensation program.
 - d) Provide actuarial analysis, loss forecast, retention analysis, bench marking to ensure adequacy of funding levels for the self-insured risks.
 - e) When requested, the Firm will prepare special reports on matters which are of particular interest or which, in the opinion of the Firm, require study and/or action.
 - f) In general, the Firm must be prepared to serve as consultant and advisor to the City of Peoria Worker's Compensation Trust and to assume the degree of responsibility, mutually agreed upon between the City of Peoria Workers' Compensation Trust and the Firm, for the overall sound and efficient operation of the workers' compensation program.
 - g) Attend at least one claims audit with the Third Party Administrator at the request of the City. Review workers' comp claims and provide the City with recommendations on the status of these claims.
5. The Firm selected shall provide training to the City's personnel on an as needed basis on insurance and risk management issues.
6. The Firm selected shall assist in the settlement of disputes between the City and the City's insurers, review reserves on specific claims, provide risk management related technical information. The Firm shall retain the past history of City claims.
7. The Firm shall designate an Account Representative who shall be responsible for the overall administration of the contract and who shall be the City's point of contact on issues related to the contract.



SCOPE OF WORK

Solicitation Number: P13-0010

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROPERTY & CASUALTY

The City seeks a qualified firm to provide insurance agent/broker services that shall have full access to the entire property and casualty insurance marketplace. The firm's services will include, but will not be limited to the following:

A. SCOPE OF SERVICES

1. Place all insurance and bonds required by the City;
2. Reports of market conditions;
3. Analysis of potential insurer;
4. Marketing reports;
5. Assistance in resolving disputes with insurers; and
6. Assisting the City with claim management technical advice and expertise.

B. SPECIFIC REQUIREMENTS

1. Marketing
 - a) Identify and analyze all viable markets for the City's insurance and bond needs.
 - b) Prepare appropriate marketing and underwriting information to be submitted to potential insurers and related service companies.
 - c) Arrange meetings between appropriate underwriters or service providers and City Attorney's Office staff for the purpose of presenting the City's account in the most favorable light.
 - d) Obtain insurance or related service quotations as appropriate.
 - e) Assist City Attorney's Office in negotiating the most favorable rates and coverages of service contracts.
 - f) Provide actuarial analysis, loss forecast, retention analysis, bench marking to ensure adequacy of funding levels for the self-insured risks.
2. Training

The Firm shall provide training to the City's personnel on an as needed basis on insurance and claim management issues.
3. Safety and Loss Control

The Firm shall provide safety and loss control consulting engineering services on an as-needed basis.
4. Miscellaneous Services

The Firm shall assist in the settlement of disputes between the City and the City's insurers, review reserves on specific claims, provide one claim audit per year, provide claim management related technical information, and provide related services on insurance and claim management issues. The Firm shall retain the past history of City claims.



SCOPE OF WORK

Solicitation Number: **P13-0010**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Firm shall establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the City to monitor the program's progress and effectiveness. The City will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Firm shall submit the quality control report to the City's Claims Coordinator by no later than June 1 of each contract year.

5. Account Representative

The Firm shall designate an Account Representative who shall be responsible for the overall administration of the contract and who shall be the City's point of contact on issues related to the contract.

6. Property of Work

Any work resulting from the award of this contract will become the sole property of the City. The successful offer shall not copyright any material and/or reports. And, upon request, the firm must turn over all work papers and related documents to the City.



SUBMITTAL REQUIREMENTS

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Proposal Format

Proposals shall be submitted for one or both services (Workers' Compensation and/or Property & Casualty). If submitting for both services, please submit separate responses. Please submit each response in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. The proposals shall not exceed twenty (20) pages in length, but shall include all of the elements listed below:

A. Plan and Method of Approach

- 1) Provide a description of the plan and method of approach your firm will utilize to accomplish the Scope of Work.
- 2) Discuss other issues that may not have been identified in the Scope of Work, but that may be of relevance and importance based upon your firm's experience in providing these services.

B. Firm Experience

- 1) Demonstrate the experience and capabilities of the firm.
- 2) Include any license information necessary to provide services in the State of Arizona.
- 3) Include past performance on contracts specifically with government clients.

C. Staff Capabilities and Assignments

- 1) Identify the key individuals that will be performing the work.
- 2) Demonstrate the experience and capabilities of each key member in relevant areas.
- 3) Provide professional designations necessary for performance of required services.

D. Cost Considerations

- 1) Provide annual fee for services for Workers' Compensation and/or provide annual fee for services for Property & Casualty. Include an explanation of all services that are included as part of the fee.
- 2) Include any associated travel or reimburseable costs, if applicable.

E. Additional Information

- 1) Provide a minimum of three (3) references, prefer references from governmental / municipal clients, who could attest to firm's knowledge, quality of work, timeliness, diligence, and flexibility.
- 2) Provide an example of an Annual Report that was prepared by your firm.

II. General Information

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P13-0010**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The designated purchasing agent is Lisa Houg, Contract Officer. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.

The City reserves the right to award contract(s) to 2 different firms or 1 firm.



QUESTIONNAIRE

Solicitation Number: P13-0010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms and Conditions or Scope of Work. If no exceptions, indicate by stating NO EXCEPTIONS below.

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Firm will obtain a City of Peoria business license at the time of contract award.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No x .

If yes, please provide details and documentation of the certification.

Negotiated Scope & Fee



December 5, 2012

Telephone: 602-787-6000
Fax: 602-787-8040
Website: www.willis.com

Direct Line: 602-787-6129
E-Mail: joy.boswell@willis.com

Lisa Houg, CPPB
City of Peoria
8401 West Monroe St
Peoria AZ 85345

Dear Lisa:

RE: P13-0010, Workers' Compensation Trust Insurance Broker Services

Dear Lisa:

We appreciate the opportunity to offer a best and final proposal for the above referenced Request for Proposal. We recognize the time and effort that have been involved in the City's broker selection process and thank you for your professionalism.

QUESTION 1

With the exception of a formal actuarial report, the Willis broker service fee is inclusive of the services described in our proposal.

We are a local, full service, guaranteed cost brokerage firm. There are no hidden costs. In our original proposal under Section B, Firm Experience, we included some service highlights that we have provided for our public entity clients. No additional charges were made for those services.

As additional documentation, we are attaching descriptions of the services provided by Willis Resource members, John Hoffmann and Brian Adelman. These loss prevention and safety services are included in our broker service fee.

As John Hoffmann noted during the oral interview, for Industrial Hygiene, he can do baseline noise and lighting surveys, but not any type of chemical exposures. However, he will assist the City in finding out if the carrier provides that service or in finding a supplier for those services.

Willis proposes a flat annual Workers' Compensation broker service fee of \$17,500. This would be fixed for each of the next five years. There are no travel, reimbursable or other costs associated with this proposal.

QUESTION 2

Regarding a formal actuarial report, here are some considerations as the City evaluates the need for a formal report versus an informal analysis:

- GASB 10 requires a public entity to "recognize" their liabilities, but doesn't state how that must be done. A formal actuarial report is the best way. Many entities obtain a formal report every few years and use estimates in the years between.

- The Industrial Commission of Arizona is discovering that many qualified self insurers do not have a formal workers' compensation trust, instead they have internal service funds which are susceptible to being raided for other entity purposes. Trusts and their activities are under more scrutiny.
- The Industrial Commission of Arizona only requires a formal actuarial report if the public entity is requesting an exemption because they are fully funded i.e., an actuarial report says their liabilities are \$1,000,000 and the entity has the full \$1,000,000 in their workers' compensation trust fund.
- A formal actuarial report has benefits beyond loss funding: the report cost may decrease after the first report; actuaries can compare the effects that different retentions would have upon projected losses, which is very helpful in a volatile insurance marketplace; actuarial reports include data useful in the preparation of the entity's annual financial report.
- At no additional cost, Willis assists our clients with loss analysis for the purpose of loss funding. We do loss triangles, self insured retention analysis, and loss projections based upon favorable, average and adverse future loss experience.
- At no additional cost, Bill Schulz has made loss funding recommendations for Washington Elementary School District (including their previous Risk Manager Nancy Fantasia) for many years to the client's satisfaction.

Willis Actuarial Practice has quoted \$10,000 for a workers' compensation report and \$17,500 for a combined liability and workers' compensation report.

SUMMARY

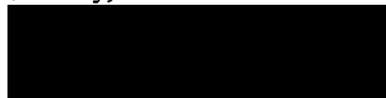
Bill Schulz recommends that the City of Peoria receive a formal actuarial report every 3 to 4 years, with Willis calculating annual budgeting loss forecasting projections every year at no additional cost.

Please also note from a pricing standpoint that as outlined in our Client Bill of Rights, Willis does not accept profit sharing or any other financial contingency revenue dollars from insurance companies. This allows Willis to negotiate lower premium levels from the City's current insurance carrier, Safety National.

We would like to emphasize that due to the necessary coordination of claims and safety programs, it is in the best interests of the City of Peoria to select the same broker for both programs in order to maximize productivity. Willis has a strong preference in serving as the broker for both programs.

Please call me at 602-787-6129 if you would like to discuss any aspect of this letter or if I may be of further assistance.

Sincerely,



Joy Boswell, CPCU
Principal, Client Services
Public Entity Services

Willis Risk Control Services

Property Loss Control

Willis services and expertise in the areas of property loss control include:

- Analyzing losses across all entities to identify trends and areas for improvement
- On-site property loss investigations
- Assessing, monitoring, and measuring services provided by insurance companies
- Providing safety information as needed for specific issues
- Developing risk reduction/risk control programs
- Assist in reviewing Statement of Values (SOV) for specific buildings

Casualty Loss Control

Willis loss prevention solutions focus on the following applicable areas:

- Evaluating safety and health policies
- Manager/Supervisor safety training
- Assisting in the development of and participation with safety committees
- Helping with ergonomic studies or performing ergonomic assessments
- Developing client-specific training programs

Willis loss reduction efforts focus on reducing the severity of a loss after it has occurred.

- Changing a particular behavior or procedure as relates to a specific type of hazard
- Changing a particular environment prone to hazards and risks
- Changing the way employees interact with an environment prone to hazards and risks

Willis solutions are successful because they're all created from a process that includes the following:

- Gaining an understanding of your business and setting goals
- Trending losses, conditions and current safety efforts
- Pinpointing strengths and weaknesses of safety initiatives and programs

- Developing action plans, programs and procedures
- Making enhancements based on specific requests
- Following through with technical support

OSHA Compliance Consulting

Willis offers customized OSHA compliance program auditing and development in the many areas:

- Assisting with pre-OSHA surveys, OSHA audits, and OSHA mediation conferences
- Helping with OSHA recordkeeping and incident rate calculation
- Performing mock OSHA audits
- Emergency response
- Hazard Communication
- Lockout/Tagout
- Personal Protective Equipment
- Respiratory Protection
- Hearing Conservation
- Confined Space Entry
- Construction Safety
- Machine Guarding
- And all other compliance issues applicable to your business

Most of all, Willis Risk Control Services will concentrate on the prevention of accident and injuries to reduce the “Cost of Safety” for an organization.

Willis Claim Consulting Services

Property Claim Consulting Services

Willis services and expertise in the areas of property claim services include:

- Assist with prompt claims reporting and acknowledgement of the same per the policy conditions
- Get claims paid quickly, efficiently and appropriately when they pierce the SIR
- Assist with containing losses when they occur
- Work with client to get appropriate documentation to carrier/TPA
- Free webinars that consist of various exposures
- Catastrophic loss response planning
- Review cases for consideration of reporting to excess or umbrella insurers so reported in a timely fashion, with acknowledgement sent back to the client. Track all excess reporting activities and keep client updated on a scheduled basis

Casualty Claim Consulting Services

Willis claim consulting services focus on the following applicable areas:

- Review claim reporting protocols for efficiency to maintain proper lag time standards
- Identify service needs and level of claim activity
- Quarterly claim reviews to review action plans and reserves
- Develop service account instructions for client and carrier which outline best practices and expectations of TPA/carrier and policyholder
- Mobilize data analytics to deliver more efficient risk management
- Monitoring, advocacy and consulting by way of audits and client inquiries
- Review return-to-work program to mitigate Workers' Compensation exposures
- Provide customized reports as needed

- WC 101 training for supervisors and newly hired employees that assist client in reaching their overall program excellence goals
- Focus on designing, implementing, and monitoring the critical areas of a claims management program which, in turn allows a client to mitigate and control their cost of loss
- Willis works with any internal or external attorney designated by the client on any specific case or litigation needs. We act as a conduit of information, coordinating and keeping client abreast of all related activities

Willis loss reduction efforts focus on reducing the severity of a loss after it has occurred from a claims management perspective:

- Monthly claim service calls to follow up on action plans derived from claim reviews on 7-10 high exposure claims
- Consider enhanced claim investigations by recording injured workers statements as part of the claims reporting process
- Consider bolstering the return-to-work program by developing non-for-profit work to keep claimants involved in the workforce and mitigate indemnity exposures
- Review medical management program that includes the appropriate mix of vendor providers for medical and disability cost control
- Consider the implementation of pre-employment physicals to make sure the employee is capable of performing the essential job functions
- Review loss runs for possible closure of legacy claims and manage reserves

Proposal Submittal

EXECUTIVE SUMMARY

October 24, 2012

Ms. Nancy Fantasia, Benefits Administrator
Ms. Kristine Venditte, Benefits Specialist
Ms. Lisa Houg, CPPB, Contracts Officer
City of Peoria
Peoria, Arizona

Dear Nancy, Kristine and Lisa:

Thank you for the opportunity to respond to the City's RFP.

Willis employs more than 15,000 professionals in over 100 countries worldwide.

Willis is the largest insurance brokerage firm in the Southwest with more than 200 professionals in our Phoenix office. The vast majority of our experienced staff have been long time Willis employees with strong insurance and risk management skills.

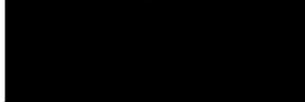
The City of Peoria's public entity dedicated service team would be led by Bill Schulz, CPCU (26 years with Willis) and Rita Muller, CPCU, (25 years with Willis), along with Joy Boswell, CPCU, (24 years with Willis). This friendly and savvy public entity team has been providing professional services to Arizona public entities for a combined 75 years with Willis.

As the market leader for public entities in Arizona, particularly self-insured workers' compensation accounts with large retentions, we encourage the City of Peoria to contact our references such as the State of Arizona, City of Scottsdale, Town of Gilbert, City of Yuma, Lake Havasu City, City of Flagstaff and the City of Page.

We are the best qualified team to handle the City's program due to our significant market clout in the municipality insurance marketplace (more than \$42,000,000 in current Arizona public entity premiums) which facilitates our negotiating the lowest self insured excess premiums, while also offering a high level of consultative risk management, claims and safety services.

Willis is 100% committed to utilizing our **local resources** as all personnel specialists referenced in this proposal reside in the Valley, and if awarded the City of Peoria contract, are available at a moments notice for in person assistance!

Best Regards,


Bill Schulz, CPCU
Senior Vice President
Director of Public Entity Services
602-787-6033
william.schulz@willis.com


Rita Muller, CPCU
Senior Account Manager
Public Entity Services
602-787-6114
rita.muller@willis.com


Brian Adelman, AIC
Claims Consultant
Claims Management Services
602-787-6239
brian.adelman@willis.com

TABLE OF CONTENTS

Section A.	Plan and Method of Approach
Section B.	Firm Experience
Section C.	Staff Capabilities and Assignments
Section D.	Cost Considerations
Section E.	Additional Information

Section A.

Plan and Method of Approach

PLAN AND METHOD OF APPROACH

Our first step will be to meet with Nancy Fantasia, Benefits Administrator, for a comprehensive discussion and updating of the Worker's Compensation Trust's goals, future plans, service requirements, financial analysis and organizational staffing before developing a written game plan with specific timelines for 2013 and beyond. Feedback from the City of Peoria will be vital to customizing the best possible Willis service plan that will exceed the City's expectations.

As a minimum, Willis will offer the City of Peoria Benefits Department the following services in conjunction with the Worker's Compensation Trust:

- 1) Assist Nancy Fantasia with the training of Kristine Vendetti regarding a wide variety of workers' compensation claims handling issues. Brian Adelman will be the lead individual on this project.
- 2) Comprehensive marketing of the City's excess workers' compensation insurance policy to all Best rated A- and better carriers. We utilize Midwest Employees and Safety National for the vast majority of our large SIR municipalities and school districts. We utilize Safety National for the State of Arizona, the largest public entity excess workers' compensation policy in the state covering approximately 70,000 employees. Rita Muller will be the lead individual on this project and Bill Schulz will be actively involved in final carrier negotiations to assure the best possible pricing, the lowest SIR possible and favorable terms & conditions for all proposals.
- 3) As part of the marketing process, Rita Muller will ensure that:
 - Renewal proposals are received 90 days prior to the expiration of the policies
 - Assist the City in developing renewal data
 - Draft detailed marketing specifications
 - Prepare a detailed written report analyzing all proposals received including any potential declination letters
 - Operate in a fully transparent manner with all details and proposals fully shared with the City
- 4) Joy Boswell and Mickle Kunselman will assist Rita Muller with the servicing and marketing of the account.
- 5) Carolyn Smith and Michael Rezak will provide loss forecasting and retention analysis along with bench marking to ensure adequacy of funding levels for the City's selected SIR.
- 6) Bill Schulz will prepare a detailed written recommendation to the City for presentation to the Trust Board.
- 7) Bill Schulz will attend the Trust's Workers' Compensation meetings on a regular basis.
- 8) Bill Schulz will attend City Council meetings if requested.
- 9) Claims training and consultative meetings regarding claims handling procedures will be handled by Brian Adelman on a regular basis.
- 10) Brian Adelman will schedule and lead claims audits of the City's TPA (Pinnacle) and then provide the City with recommendations on the status of these claims.
- 11) Julie Strickland will assist with Brian Adelman with respects to claims consulting.
- 12) Brian Adelman will assist in the settlement of any potential disputes between the City and their excess workers' compensation carrier and TPA (Pinnacle).

- 13) Dr. John Hoffmann will review the City's loss experience and then meet with Nancy Fantasia to develop training and site visits to departments from a risk assessment and safety/loss control perspective.
- 14) Dr. John Hoffmann will attend City meetings to assist in departmental buy in to safety programs.
- 15) Dr. John Hoffmann will inspect departments with loss frequency/severity at the direction of Nancy Fantasia.
- 16) Willis will offer a wide variety of informative webinars and centrally located meetings regarding Arizona workers' compensation current issues and legislative changes.

It is very important to note that all off the above services will be provided by Willis professionals that reside in the Valley and that we are available on a moment's notice to visit in person to provide exceptional consultative services to the City of Peoria!

Section B.

Firm Experience

FIRM EXPERIENCE

WILLIS PUBLIC ENTITY REFERENCES

Willis is the market share leader for Public Entities in Arizona

The following is a partial listing of our current Arizona public entity clients that are served by the local Willis Public Entity team.

Public Entity	Time Period Handled	Contact Name and Phone Number
Arizona Western College	1982 to present	Sharon Register,
Chandler Unified School District	1995 to present	Joel Wirth,
City of Flagstaff	1995 to present	Margaret Penado,
City of Mesa	2010 to present	Barry Hegrenes,
City of Page	2012 to present	Rick Olson,
City of Prescott	2009 to present	Sheri Swain,
City of Scottsdale	2007 to present	Ted Howard,
City of Yuma	2004 to present	Steven W. Moore,
Coconino County	2008 to present	Bill Warren,
Crane School District	1988 to present	Mike Wicks,
Flagstaff Unified School District	1998 to present	Robert Kuhn,
Gila River Indian Community	1998 to present	Christine Murphy,
Glendale Elementary School District	2000 to present	Rod Petricek,
Glendale Union High School District	1984 to present	Lou Wiegand,
Lake Havasu City	2005 to present	Shirlee Palbicki,
Pima County	2012 to present	Lauren Eib,
Prescott College	2000 to present	Anne LaBruzzo,
Tempe Elementary School District	1988 to present	Liz Yeskey,
Town of Gilbert	1993 to present	Lee Frische,
Tucson Unified School District	2004 to present	Maria Luna,
State of Arizona	2006 to present	Ray DiCiccio,
Washington Elementary School District	1999 to present	Rex Shumway,

City of Flagstaff

Margaret Penado, Acting Risk Manager

928-213-2083

Willis client since June of 1995

- ✓ Negotiated with carriers to allow City to serve as their own TPA
- ✓ Secured primary & excess liability for City's skateboard and BMX parks, climbing wall and dam
- ✓ Worked with carriers to resolve issues related to construction in railroad easements
- ✓ On site & in house periodic reviews of statement of values for replacement cost
- ✓ Contract reviews, including construction
- ✓ International coverage
- ✓ Introduction to Willis Global Aviation staff and airport site visits
- ✓ Various Willis and Insurer training seminars
- ✓ Cyber Liability insurance placement

City of Prescott

Sheri Swain, Risk Manager

928-777-1257

Willis client since December 2008

- ✓ Successful transition to Willis as new broker
- ✓ Creation of exposure schedules in format preferred by underwriters
- ✓ Extensive marketing and redesign of liability insurance program with lower SIR and transition from in house TPA to carrier TPA services at competitive premiums
- ✓ Cyber Liability placement
- ✓ Crime insurance enhancements
- ✓ Presentation of insurance renewal program at City Council Work Session
- ✓ Contract reviews, including construction agreements
- ✓ Claims advocacy for claims arising prior to Willis being the broker
- ✓ Introduction to insurance company representatives

City of Scottsdale

Ted Howard, Director of Risk Management

480-312-7841

Willis client since February of 2007

The City of Scottsdale requested that Willis present the renewal proposal in early May and that we obtain an alternative quotation for each line of coverage. We were able to meet these criteria and presented their proposal on May 3, 2007. This accomplished with a significant overall premium reduction. Both cyber risk and environmental consulting services have been provided to the Risk Manager.

- ✓ Successful transition to Willis as new broker (19 insurance policies)
- ✓ Renewal proposal with alternative quotations delivered first week in May
- ✓ Significant premium reduction
- ✓ Enhancements to property policy
- ✓ Introduction to insurance company underwriters
- ✓ Introduction to Willis Global Aviation staff and airport site visit
- ✓ Introduction to Willis Cyber Risk specialist
- ✓ Presented Cyber Liability Proposals
- ✓ Introduction to Willis Environmental specialist
- ✓ Claims audit of in house claims handling
- ✓ Contract reviews
- ✓ Tenant Users Liability Insurance Program
- ✓ Utilization of Willis Fine Arts specialists.

City of Yuma

Steven W. Moore, City Attorney

928-373-5052

Willis client since March 2004

- ✓ Willis has significantly raised the city's property and excess liability limits while also significantly lowering the overall premium level
- ✓ Successful transition to new broker
- ✓ Competitive premiums allowed City to purchase higher excess liability
- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ (Initial survey found properties were significantly undervalued)
- ✓ Contract reviews, including construction
- ✓ Introduction to insurance company underwriters
- ✓ Risk management & site surveys for baseball park safety issues
- ✓ Annual loss analysis and trending for SIR funding
- ✓ Tenant Users Liability Insurance Program
- ✓ Cyber Liability insurance placement
- ✓ Workers' compensation carrier file reviews

Gila River Indian Community

Christine Murphy, Insurance and Human Resources Manager
520-562-9522

Willis client since August 1988

- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ Secured favorable terms for protection class 9 and 10 properties
- ✓ Transition from deductible to self insured retention insurance program
- ✓ Introduction to insurance company underwriters
- ✓ Increase in excess liability limits
- ✓ Work with risk management to clarify relationship & insurance for various commercial enterprises; assist risk management in securing adequate documentation from sub entities
- ✓ Captive Feasibility Study
- ✓ TPA monitoring and file reviews
- ✓ Pre event safety site review for professional golf tournament hosted by insured
- ✓ Participation in insured's annual Safety Fair
- ✓ Cyber Liability insurance placement

Lake Havasu City

Shirlee Palbicki, Risk Manager
928-453-4143

Willis client since April 2005

- ✓ On site and in house periodic review of statement of values for replacement cost
- ✓ Increase in excess liability limits
- ✓ Tenant Users' Liability Insurance Program
- ✓ Risk management consulting for special event, festivals and lake exposures
- ✓ Contract review – extensive
- ✓ Crime insurance enhancements
- ✓ Cyber Liability insurance placement
- ✓ Workers' Compensation carrier file reviews

Prescott College, Inc

Anne LaBruzzo, Accounting / Risk Manager
928-350-4006

Willis client since December 2000

- ✓ On site and in house periodic review of statement of values for replacement cost
- ✓ Secured coverage for Wilderness Adventure Education program which includes mountain climbing and whitewater rafting & kayaking
- ✓ Secured coverage for extensive international programs including manuscripted coverage for scuba diving, surfing and other water exposures for students and employees; also local admitted coverage for satellite campus located in Kino Bay, Mexico
- ✓ Extensive certificates of insurance for State and National Parks throughout the United States
- ✓ Coverage determinations
- ✓ Risk management consulting for use of premises
- ✓ Contract reviews and Claims Advocacy
- ✓ Successful placement of non-renewed workers' compensation insurance

Town of Gilbert

Lee Frische, Risk Manager

480-503-6934

Willis client since July 1993

- ✓ Transition from deductible to self insured retention insurance program
- ✓ Obtain carrier approvals for preferred TPA and later for insured to serve as its own TPA
- ✓ On site and in house periodic reviews of statement of values for replacement cost
- ✓ Increased excess liability limits
- ✓ Cyber Liability insurance placement
- ✓ Crime insurance enhancements
- ✓ Introduction to insurance company underwriters
- ✓ Secured primary and excess liability for skateboard parks and climbing wall
- ✓ Risk management consulting for special events & festivals
- ✓ Contract reviews, including construction/project management agreements
- ✓ Certificate training for insured's staff
- ✓ Extensive participation in meetings, technical insurance, cost allocation and risk management consulting for waste water joint venture/IGA between Town of Gilbert, City of Mesa and Town of Queen Creek
- ✓ Annual loss analysis and trending for SIR funding

Tucson Unified School District

Maria Luna, Director of Risk Management

520-225-6653

Willis client since July of 2004

- ✓ Monitor new construction and maintain updated statement of values totaling almost one billion dollars
- ✓ Assisted with transition to Arizona School Risk Retention Trust's insurance program, including allowing TUSD to serve as own TPA.
- ✓ Claims advocacy for property and environmental claims
- ✓ Risk management consulting for wide range of liability issues

Washington Elementary School District #6

Rex Shumway, Legal Counsel

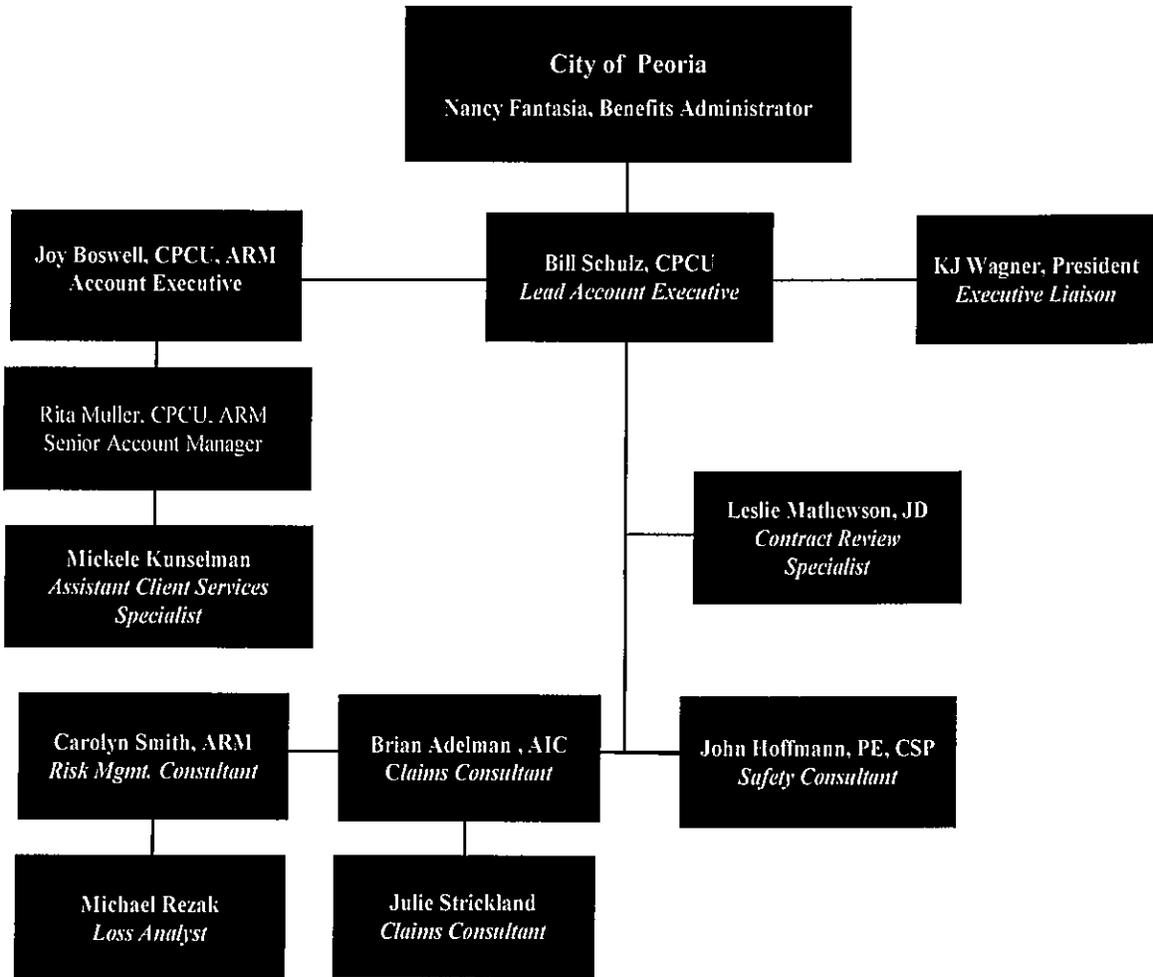
602-347-2600

Willis client since January of 1999

- ✓ Active participation in District's Trust board meetings for their liability and workers' compensation Trusts, review of Trust financial statements and annual recommendations about fund balances
- ✓ Risk management consulting on a wide range of current workers' compensation issues
- ✓ Regular claims audits of the workers' compensation TPA, Pinnacle
- ✓ Safety service and program game plans for loss active departments such as Transportation
- ✓ Loss analysis for evaluation of the most cost effective SIR
- ✓ Review of Trust financial statements and ongoing fiscal feedback and evaluations
- ✓ Annual workers' compensation Trust funding recommendations

Section C.

Staff Capabilities and Assignments



Resumes are as follows:

BILL SCHULZ, CPCU
Senior Vice President, Public Entity Team
Lead Account Executive – City of Peoria



Bill specializes in aggressively negotiating the final pricing and coverage terms for the Willis public entity team. Bill has spent the last 26 years with Willis and is responsible for ensuring that Willis specialized resources are working efficiently to assist the unique needs of public entities. He has the overall responsibility for Willis' public entity accounts.

Prior to coming to Willis, Bill managed the Arizona/New Mexico office of PENCO (Public Entities National Company). During that time he worked with well over 100 public entity clients in creatively designing and negotiating favorable pricing and coverage forms.

Bill graduated from the University of California, Berkeley with a B.S. in Business Administration (accounting emphasis) with Phi Beta Kappa honors

His strength is final negotiations with carriers on behalf of our public entity clients.

Bill earned his CPCU designation in 1991. His full name is William Sherlock Schulz.

Rita Muller, CPCU, ARM
Senior Account Manager, Public Entity Team
Account Manager – City of Peoria



Rita has over 25 of experience handling commercial property and casualty insurance. Since joining Willis in 1987, she has provided an outstanding level of service to our commercial clients. As the liaison between the insurance carrier and the insured, her primary responsibilities include quality control of policies, coverage issues and contract clarifications.

In addition, Rita provides day-to-day service for Willis public entity clients, coordinating with other members of the public entity account service team to deliver policy endorsements, certificates of insurance, auto ID cards and to assure accurate property, equipment and fleet schedules.

Rita is a Cum Laude graduate of the University of Wisconsin with a BBA in Manpower Management. She earned her Chartered Property and Casualty Underwriter (CPCU) designation in 1986, and most recently, the Associate of Risk Management (ARM). Rita also has the Certified Professional Insurance Women (CPIW) designation and is active in that organization.

JOY BOSWELL, CPCU, ARM
Vice President, Public Entity Team
Account Executive – City of Peoria



As Account Executive, Joy's responsibilities include risk analysis, full client service and communication with company underwriters in the marketing and servicing of major public entity accounts. She has worked exclusively with municipalities, counties, school districts and Indian Nations for 24 years at Willis to ensure quality service with respect to coverages and all risk management issues. She has a strong understanding of state and local laws, ordinances, regulations, policies and requirements. Joy has the overall responsibility for the marketing and service administration of all public entity accounts.

Prior to joining Willis, Joy was a Marketing Representative for Public Entities National Company, working with over 100 public entity clients in Arizona and New Mexico. She also worked for Farmland Insurance Companies in Des Moines, Iowa, for over eight years.

Joy graduated from Texas Christian University with a B.A. in Art History and Psychology and earned her CPCU designation in 1989. She is currently pursuing an ARM designation.

KJ WAGNER

*President and Chief Executive Officer
Executive Liaison – City of Peoria*



As President and CEO of the Arizona operations of Willis Group Holdings including the Phoenix and Las Vegas offices, KJ is ultimately responsible for achieving the performance expectations of our clients and shareholders. His leadership style emphasizes team success and execution on behalf of our clients. He has empowered our Client Advocates to deliver Willis' global capabilities on a local level. These offices have been consistently recognized as top performers for Willis in North America.

In addition to the Executive Leadership, KJ is also a Client Advocate and a member of the Willis' prestigious Exceptional Producer Council. He is known in the industry for designing, marketing and servicing competitive property and casualty insurance programs for national and international accounts.

Prior to this appointment, KJ has served since 1999 most recently as Executive Vice President. Prior to joining Willis, KJ spent eight years with Sedgwick / J&H Marsh & McLennan, responsible for the service and growth of business in many industries.

KJ received a BA in Communications and Business Administration from Arizona State University and is currently an active member of the Fiesta Bowl Committee.

JULIE P. STRICKLAND

Vice President – Claims Management Services

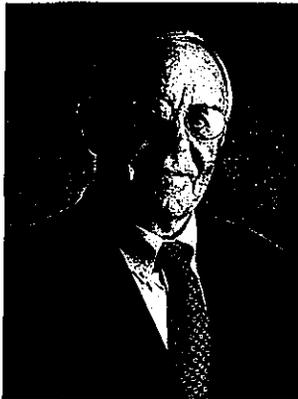


Julie Strickland is a Vice President and responsible for the supervision and management of claims functions in our Phoenix office. The Claim Management team acts as liaison between our clients and the insurance companies in the handling and disposition of open claims and can assist in a claims consulting capacity.

Prior to joining Willis in 2003, Julie was a Claims Manager for AIG Claims Services. She has an extensive Risk Management background having worked for two large self insured, multistate employers; Continental Airlines and The Circle K Corporation.

Julie has authored numerous in-house training manuals; spoken at national seminars on Workers' Compensation; audited claims for her own company and a large insurance company. She has completed Arizona workers' compensation courses and has her P & C license in Arizona.

JOHN HOFFMANN, ED.D., CSP, PE
Loss Control Consultant



As a loss control consultant in Willis' Phoenix, Arizona office, Dr. Hoffmann offers clients diverse and comprehensive experience in all aspects of loss prevention. His expertise includes property evaluations, site surveys and recommendations for improvements, management safety training and ergonomic evaluation and training.

Prior to joining Willis, John was the Guest Safety Manager at the Disneyland Resort. While there he was responsible for accident/incident analysis, property and liability risk assessment, attraction safety, accessibility (ADA), and regulatory requirements review. John also participated with committees in the development of property engineering, safety and accessibility standards for all of Disney.

Before Disney, John was an engineering manager for ICI. His responsibilities included working with loss prevention surveys of facilities, new construction reviews, special hazard analysis, training programs and various projects for "highly protected risk" properties. As the Corporate Manager of Safety, Health and Environment Programs he developed various environmental procedures to control air emissions, hazardous waste and energy usage.

John started his career with the Norfolk and Western Railway as an electrician apprentice. Multiple promotions brought responsibilities for all aspects of marine terminal and railway operations and maintenance. He also has project, plant, engineering, safety and environmental management experience in the manufacturing, transportation and chemical industries.

John holds a Bachelor of Science from Old Dominion University, a Master of Science from East Texas State University and Doctor of Education from Texas A&M-Commerce, with an emphasis in environmental studies, supervision and curriculum development. He obtained his Professional Engineer (P.E.) license in 1980 and his Certified Safety Professional (CSP) designation in 1994. John is also an experienced instructor; he has been a part-time lecturer and adjunct professor at various universities for over 25 years.

BRIAN ADELMAN, AIC
Claims Consultant
Claims Management Services



Brian Adelman is a Claims Consultant which involves the supervision and management of claims functions in the Phoenix office. The Claims Management team acts as a liaison between our clients and insurance companies to assist in the handling, settling and disposition of open claims in a consulting capacity.

Prior to joining Willis in 2005 Brian was a Senior Claims Adjuster for Sentry Insurance specializing in Property and Casualty and Workers' Compensation Insurance. Brian has also worked for Enterprise Rent-A-Car as a Branch Manager specializing in insurance replacement rentals for property losses.

Brian has led several training classes and claim reviews which involved techniques in underwriting strategies as well as managing and settling complex claims and legal issues with clients, attorneys and associates. Brian has completed several courses specializing in Arizona and California Workers' compensation, Medical Management, Litigation Management and has held Property and Casualty insurance licenses in several states.

LESLIE A. MATHEWSON, J.D.
Senior Client Manager – Contract Review Specialist



Leslie Mathewson joined Willis' Phoenix office in January, 2007 as a Senior Client Manager. Leslie provides risk management consulting services for an industrial REIT which owns and develops warehousing and distribution facilities around the world. Some of Leslie's responsibilities include reviewing and negotiating leases and contracts to ensure that tenants, contractors and vendors maintain appropriate insurance coverages and limits, and reviewing and providing risk assessment of construction agreements where the REIT is the developer, especially those involving work near railroad property.

Prior to joining Willis, Leslie drafted and negotiated leases for a large commercial office REIT. She also worked for a land development corporation assisting with a 300+ acre development project in San Francisco, CA. Leslie drafted and negotiated construction and various professional contracts for work pertaining to building and infrastructure construction projects. She assisted with documentation needed to ensure infrastructure projects would be accepted by the San Francisco Redevelopment Agency, prepared documents to be recorded with the San Francisco County Assessor-Recorder and worked with project managers and various San Francisco agencies, including the Department of Building Inspection, to obtain grading, street improvement, demolition and other permits.

Leslie has a B.A. Degree from the University of San Francisco and a Juris Doctorate from Santa Clara University, School of Law. Leslie also maintains an Arizona resident Property and Casualty insurance broker's license and a California non-resident Fire and Casualty insurance broker's license.

CAROLYN R. SMITH, ARM
Executive Vice President, Risk Solutions



Carolyn's experience in risk management began in 1982 on the risk management staff of a Fortune 500 company in Dallas, TX. She spent the next eight years learning the "client's perspective" of risk management moving to another Fortune 500 company on the West Coast. She is now responsible for the Risk Solutions practice in Phoenix.

Carolyn's experience has also included coverage/policy renewal negotiations for all lines of coverage, preparation of underwriting data, responsibility for risk management information systems, development of risk management policies and procedures, loss reserve analysis and risk transfer techniques. She adds a new dimension to the servicing of Willis clients by representing the client's perspective. She assists risk management clients in contract review, merger and acquisition due diligence, cost allocation and budgeting. She is responsible for overseeing the delivery of loss control, claims management and risk management services to our Risk Solutions' clients.

Carolyn has been with Willis for sixteen years, moving to Phoenix in 1993.

Carolyn received her Bachelor's degree in Business Administration from Eastern New Mexico University. She has participated in numerous seminars on techniques of risk management, risk financing, claims management and risk control and is currently pursuing the Certified Insurance Counselor (CIC) designation.

STATE OF ARIZONA
DEPARTMENT OF INSURANCE
Internet Web Site: www.id.state.az.us
2910 North 44th Street, Suite 210, Phoenix, AZ 85018

LICBGM

WILLIS OF ARIZONA INC
11201 N TATUM BLVD #300
PHOENIX, AZ 85028

License Number: 85870

Congratulations. Your license application has been approved. You now hold the following license authority:

<u>License Authority</u>	<u>Issued Date</u>	<u>Expiration Date</u>
CASUALTY PRODUCER	01/31/2010	01/31/2014
ACCIDENT/HEALTH PRODUCER	01/31/2010	01/31/2014
LIFE PRODUCER	01/31/2010	01/31/2014
PROPERTY PRODUCER	01/31/2010	01/31/2014
SURPLUS LINES BROKER	01/31/2010	01/31/2014

ONLINE LICENSE INFORMATION: The Department no longer issues physical license certificates. Up-to-date information concerning your license is available online from the Department of Insurance Internet web site. You should view your license record on the web site to make sure all the information is correct. If any changes need to be made, please visit iplus.azinsurance.gov.

CONTINUING EDUCATION: A resident of Arizona who holds a nonresident license in another state at any time during the term of the Arizona license must complete insurance continuing education.

REQUIRED REPORTING: You must provide a written notice to the Insurance Licensing Section within 30 days of any change to the following:

- A change to your name, or home, mailing or business addresses;
- For business entity licensees, newly appointed members, owners or directors;
- Administrative action taken against you in any jurisdiction or criminal proceeding initiated against you in any jurisdiction.

The foregoing is NOT an exhaustive list of requirements. Insurance professionals must remain abreast of, and comply with, all applicable laws and rules.

Consider completing a brief online survey at www.id.state.az.us/LicensingSurvey so we know what we are doing well and areas we can improve.

Section D.

Cost Considerations

COST CONSIDERATIONS

Willis will handle all services outlined in this proposal for an annual flat fee of \$16,800.

This fee will remain fixed for each of the next five years.

There are no travel, reimbursable or other costs associated with this proposal.

Section E.

Additional Information

References for Experience and Qualifications of the Vendor

Provide a list of at least three (3) organizations of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City.

Please see preceding pages for additional public entity references and the services Willis has provided them.

Reference one: Willis Client since February of 2005
 Name of firm: Lake Havasu City
 Contact Person: Shirlee Palbicki
 Contact Information: 928-453-4143 palbickis@lhcaz.gov
Marketing, placement and servicing of property, excess property, liability, excess liability, workers' compensation, storage tank liability, tenant users liability, airport liability, government crime, special risk, and international coverage's.
Claims audit of in-house claim handling.
Introduced Risk Manager to various underwriters.
Introduced Risk Manager to Willis Cyber Risk and Environmental Specialists.
Contract reviews.
Delivery of September 1 renewal proposals in July each year.

Reference two: Willis Client since December 2008
 Name of firm: City of Prescott
 Contact Person: Sheri Swain, Risk Manager
 Contact Information: 928-453-4143 sheri.swain@cityofprescott.net
 Services provided: Marketing, placement and servicing of property, liability, excess liability, excess workers' compensation, government crime, tenant users liability, accident insurance, and airport liability.
Creation of Excel exposure schedules in format preferred by underwriters.
Extensive marketing and redesign of liability insurance program, with cyber liability and crime insurance enhancements.
Presentation of proposed insurance renewal program at City Council work session.
Contract Reviews, including construction agreements.
Claims advocacy for claims arising prior to our agent term of record.
Introduction to insurance company representatives.

Reference three: Willis Client since March 1993
 Name of firm: Town of Gilbert
 Contact Person: Lee Frische, Risk Manager
 Contact Information: 480-503-6934 Leland.Frische@gilbertaz.gov
 Services provided: Marketing, placement and servicing of property, liability, excess liability, cyber liability, fiduciary liability, storage tank liability, and government crime.
Renewal proposal for July 1, 2009 presented on April 30, 2009.
Periodic property valuations for insurance replacement cost.
Annual loss analysis & trending for self insured retention funding.
Contract review, including construction/project management agreements.
Certificate of insurance group training for Town of Gilbert staff.
Extensive participation in meetings, technical assistance, cost allocation and risk management consulting for waste water joint venture/IGA between City of Mesa, Town of Gilbert and Town of Queen Creek
Annual loss analysis and trending for SIR funding



**CLIENT
SOCIETY
REPORT**

**PREPARED FOR
PetSmart, Inc.**

JULY 10, 2012

Summary

EXECUTIVE SUMMARY

Willis has had the privilege to partner with PetSmart, Inc. as your insurance advocate and broker since October 2006. As your business partner, Willis strives to provide outstanding service and support to your Risk Management Group. By capitalizing on the strengths of both our organizations we continue to add measurable value to your organization.

Working together this year, we have:

- Minimized impact of the hardening market on your insurance program
- Enhanced and broadened coverage across the insurance program
- Reviewed and provided input on Sedgwick TPA contract renewal

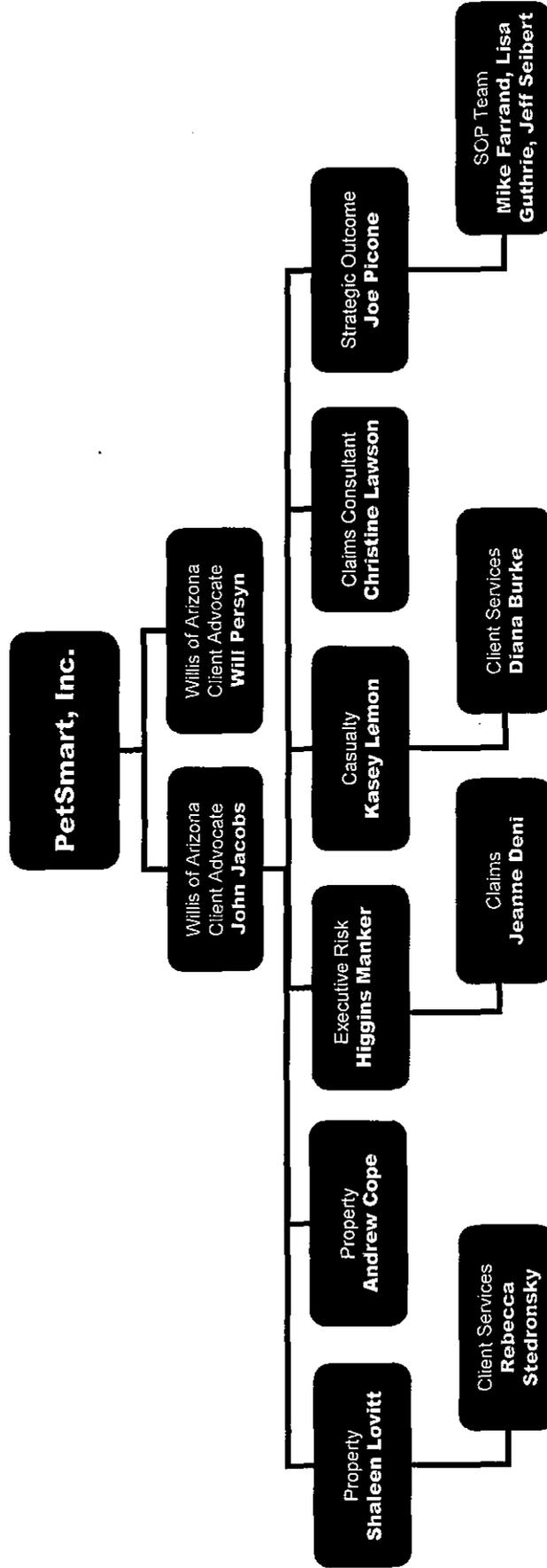
For the upcoming year, our goals are to:

- Continue to minimize impact of the hardening market on your insurance programs
- Develop and implement a Strategic Risk Plan that defines performance metrics and accountabilities
- Evaluate and improve handling of aged claims and implement Medical Cost Containment Initiative
- Help refine forecasting tools and continue to provide actuarial support and analytics
- Assist with the selection and Implementation of a new Risk Management Information System and dashboard
- Implement performance metrics to drive accountabilities for both Sedgwick and Willis
- Work with Ace to address Service Account Instruction changes and panel counsel use
- Add Crawford as a designated adjuster on the Zurich Property Policy and implement notice process

Thank you for the continuing opportunity to partner with your company.

Willis Resources

PROFESSIONAL RESOURCES SERVING YOU



Casualty/Excess Liability

CASUALTY/EXCESS PROGRAM REVIEW

Maintain rates on casualty program and enhance broad coverage

Ongoing strategic analysis of optimal current and future Risk Finance structure

Total Cost of Risk (TCOR) calculation, including capital modeling

Review and compare collateral

Review Sedgwick renewal contract

Casualty/Excess Liability

ACTIVITY	IMPACT
11/1/2011 Primary Casualty Renewal <ul style="list-style-type: none"> ▪ Negotiated reduction in carriers requested collateral ▪ Reduced rate increase on Work Comp 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} reduction in requested collateral ▪ \$ {CONFIDENTIAL}
11/1/2011 Excess Casualty Renewal <ul style="list-style-type: none"> ▪ Increased excess casualty limit from {CONFIDENTIAL} 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} added to balance sheet protection
<ul style="list-style-type: none"> ▪ Began Strategic Risk Plan assessment process 	<ul style="list-style-type: none"> ▪ Provided comprehensive draft strategic plan for next 3 years ▪ Defined objectives, accountabilities, and desired outcomes ▪ Defined necessary analytics ▪ Defined increase in efficiencies
<ul style="list-style-type: none"> ▪ Performed Actuarial Report ▪ Comprehensive Cost of Risk (CCoR) ▪ Financial Impact Analysis 	<ul style="list-style-type: none"> ▪ Benchmarking for Beecher report / ACE collateral ▪ Identified optimal structures at different certainty levels ▪ Defined acceptable risk tolerance
<ul style="list-style-type: none"> ▪ Review of Sedgwick agreement 	<ul style="list-style-type: none"> ▪ Provided suggested contract enhancements ▪ Recommended potential performance criteria
Subtotal Hard \$ Savings	\$ {CONFIDENTIAL}
Subtotal Increased Balance Sheet Protection	\$ {CONFIDENTIAL}
Total Financial Impact	\$ {CONFIDENTIAL}

Casualty/Excess Liability

CASUALTY/ EXCESS LIABILITY MARKET OVERVIEW

CASUALTY:

- In late 2010 we began to see the marketplace leveling out. By the third quarter of 2011 there is a definite stiffening of the market. Many carriers are seeking rate increases in the range of 5% to 10%, and some carriers are willing to walk away from renewals if they cannot get a sufficient rate.
- Flat to minimal growth in most sectors for the rating basis and insured exposures has resulted in the carriers pushing for rate increase to maintain premium levels.
- As the employment front and payroll levels stabilize, so should work comp rates. Carriers are paying close attention to hiring practices and safety training as most injuries occur with new hires.

EXCESS LIABILITY:

- Capacity remains high in the excess marketplace. Recent Catastrophe events could impact both capacity and rates.
- The marketplace is less soft and we are seeing similar increases in renewals, mirroring the casualty market.
- Carriers are standing firm on terms and conditions and walking away from buyers with unreasonable demands.
- Buyers should anticipate more underwriting questions and be prepared to provide details related to products and vendor management.

Results of Willis North American Survey completed February 2012 showing renewal rates:

Coverage	Rate Decrease	Rates Flat	Rate Increase	Increase up to 5%	Increase of 5%+
Work Comp	3%	8%	89%	49%	36%
Auto Liability	3%	26%	71%	51%	20%
General Liability	3%	19%	77%	57%	21%
Umbrella	1%	24%	75%	45%	30%

Casualty/Excess Liability

CASUALTY/EXCESS GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Select long-term Risk Management System solution	a. Set demo meetings with Origami & DataWize b. Select system that meets/exceeds PetSmart's needs	<ul style="list-style-type: none"> ■ Reduction in time spent ■ Possible cost savings on RMIS
2. Structuring long-term enterprise wide Incident Reporting solution	a. Strategic Risk Review b. Determine priorities and formulate plan	<ul style="list-style-type: none"> ■ Executive level reports and dashboards ■ Enhanced decision making
3. Management of Third Party Administrator, including structuring performance measurements	a. Develop Metrics for evaluation of performance and conduct annual audit	<ul style="list-style-type: none"> ■ Ensures Sedgwick is delivering appropriate claim handling outcomes
4. Selection of most appropriate methodology of auditing Workers' Compensation claims handling	a. Identify potential 'red flag' claims b. Identify alerts and processes	<ul style="list-style-type: none"> ■ Set correct reserves ■ Better control of claims
5. Complex financial analysis, including forecasting increasing medical inflation reserve concerns	a. Develop and implement models to forecast reserves and inflation b. Normalize repots to adjust for inflation	<ul style="list-style-type: none"> ■ Eliminates surprises ■ Assists in deriving more accurate budget/forecast ■ Reports true impact of efforts/results
6. Tie together actuary information with claims trending/forecasting	a. Focus analytics to drive out claims costs	<ul style="list-style-type: none"> ■ Provide basis and tools for better leverage in negotiating collateral requests
7. Improve handing of aged claims	a. Increase knowledge of Legion & Travelers claims b. Set up strategic plan to close claims	<ul style="list-style-type: none"> ■ Collateral held will be reduced ■ Will provide positive results for renewal programs

Casualty/Excess Liability

CASUALTY/EXCESS GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Keep premium growth to a minimum in the hardening marketplace	a. Prepare to market renewal early b. Explore carrier options	■ Leverage existing carriers for best terms and pricing

FINPRO PROGRAM REVIEW

Market program in light of soft market
Reduce costs
Enhance coverages
Evaluate higher limits

FINPRO 2011-2012 ACCOMPLISHMENTS

ACTIVITY	IMPACT
9/1/2011 D&O Renewal-Increase coverage by \${CONFIDENTIAL} additional limits	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Increased coverage
9/1/11 Special Crime Renewal <ul style="list-style-type: none"> • Crime- Reduced premium from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} OF \$ {CONFIDENTIAL} ▪ Special Crime- Reduced premium from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} OF \$ {CONFIDENTIAL} ▪ Fiduciary- Increase limits from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} for an additional \$ {CONFIDENTIAL} in coverage 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Premium Savings ▪ \$ {CONFIDENTIAL} Increased coverage
2/1/12 EPL Renewal <ul style="list-style-type: none"> ▪ Increase Limits of Liability from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL} 	<ul style="list-style-type: none"> ▪ \$ {CONFIDENTIAL} Increased coverage
Total Hard \$ Savings	\$ {CONFIDENTIAL} Premium Savings
Total Increased Balance Sheet Protection	\$ {CONFIDENTIAL}

FINPRO MARKET OVERVIEW

D&O:

- D/O Market is in state of change, with price firming seen
- Certain markets are pushing for rate increases: Chubb, Chartis
- Capacity remains strong, other markets considering writing primary

Crime:

- Catastrophic losses appear to be down, while large seven and eight figure losses still occur; the startling number of nine-figure losses has dropped off.
- Claim activity is still significantly higher than in the pre-recessionary economy.
- Capacity remains plentiful, and newer entrants into the market who previously limited themselves to excess layers are now targeting primary layers for smaller to mid-sized institutions and commercial risks, adding to an already competitive market.

Fiduciary Liability:

- Many insurers that had retreated a few years back, pulling or limiting capacity, are now back in business. A number of these carriers have or will be introducing new coverage forms.
- Undeterred by the legal and legislative debate over health care reform (the Patient Protection and Affordable Care Act), carriers are braced for a potential spike in claims, especially on the administrative side of the contract.

Employment Practices Liability:

- Employment Practices Liability (EPL) looms large in the age of the whistleblower, WikiLeaks and new/social media.
- An unprecedented number of Employment Practices Liability claims were filed with the Equal Employment Opportunity Commission in the past year.
- A number of key EPL carriers are also retooling the loss control arsenal they offer to their policyholders usually free of charge or with some element of cost sharing.

FINPRO GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Assure appropriate limits	a. Benchmarking b. Evaluate Limits	
2. Pursue coverage enhancements as appropriate	a. Evaluate new enhancements that become available	

Property/Cargo

PROPERTY/CARGO PROGRAM REVIEW

Minimize impact of hardening market on premium cost

Evaluate CAT Exposure/PML for CA Earthquake

Enhance Program Sublimits

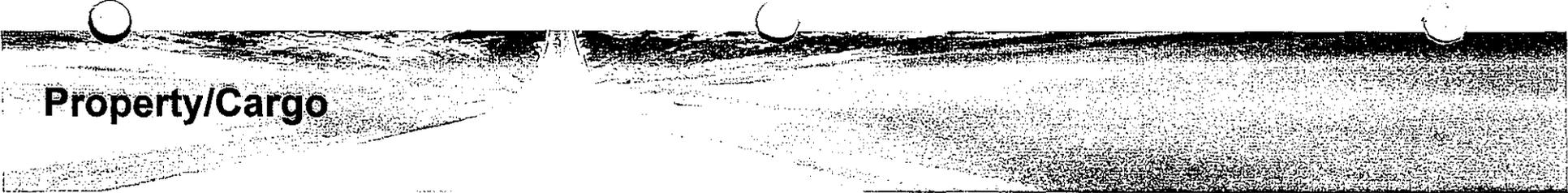
Evaluate Stock Trough Put Coverage

Review Supply Chain Exposure

Property/Cargo

PROPERTY/CARGO 2011-2012 ACCOMPLISHMENTS

ACTIVITY	FINANCIAL IMPACT
2012 Property Renewal – Increased Key Sub limits: <ul style="list-style-type: none">▪ Off Premises Service Interruption from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL}▪ Extra Expense from \$ {CONFIDENTIAL} to \$ {CONFIDENTIAL}	▪ \$ {CONFIDENTIAL} Additional Limits Available
2011 Cargo Renewal- Reduced composite rate by 25% resulting in a premium reduction	▪ \$ {CONFIDENTIAL} Premium Reduction
Total Hard \$ Savings	\$ {CONFIDENTIAL}
Total Increased Balance Sheet Protection	\$ {CONFIDENTIAL}



Property/Cargo

PROPERTY/CARGO MARKET OVERVIEW

Property:

- 5% - 15% increases on CAT accounts (Market is in "transition " - very inconsistent)
- Market is firming in general and hardening for insured's who are buyers of large CAT and adverse loss history
- There still remains plenty of surplus in the market however underwriters appear much more cautious deploying CAT capacity
- In general, relative firming cycle is expected to continue as losses amass with most markets seeking rate increases

Cargo:

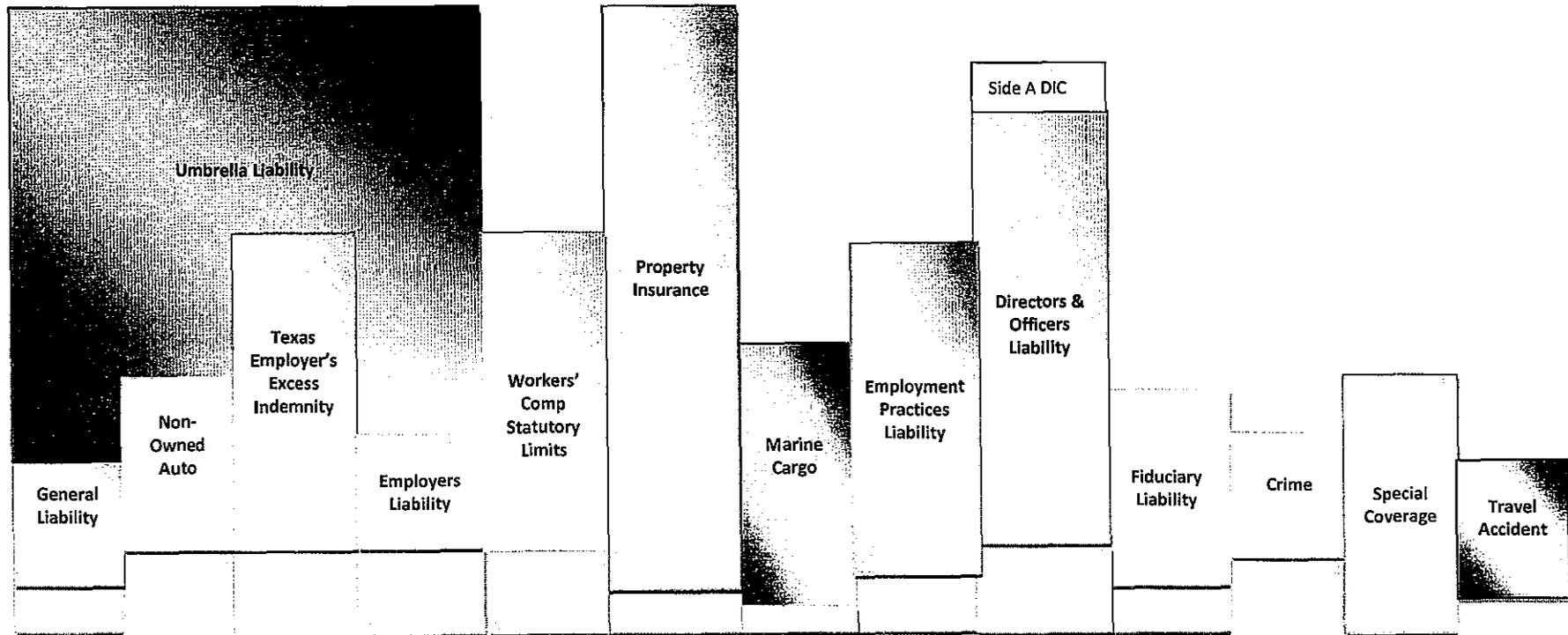
- Tentative economic recovery has meant increased cargo shipments and rising demand for coverage, but competition in the global cargo insurance market remains high.
- In the absence of major losses, the market dynamic of recent years will remain: increased capacity, greater competition and reduced rates
- Climate continues to have a far-reaching impact, causing sudden price hikes and unforeseeable volatility, as demonstrated by the recent Russian wheat export bans and the impact on cotton prices following the flood in Pakistan

Property/Cargo

PROPERTY/CARGO GOALS FOR THE NEXT 12 MONTHS

GOALS / OBJECTIVES	SIGNIFICANT ACTIONS	EXPECTED IMPACT
1. Evaluate the need for an in depth Supply Chain Analysis and Cost Assessment	a. Proposal for Services - completed b. Buy In from Management - pending	■ Broader protection for contingent coverages at a more efficient deductible structure

Risk Finance - Insurance Structure with Premium



 = Deductible

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: December 10, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Sports Facilities Division Equipment Replacement

Purpose:

Staff is seeking approval from Council to purchase and replace eighteen pieces of turf maintenance equipment. This includes authorization of a \$439,259 budget amendment with \$369,047 to the Sports Complex Equipment Reserve Other Vehicles account (2010-2040-542505) and \$70,212 to the Fleet Equipment Reserve Other Vehicles account (3100-3500-542505) from the General Fund Contingency (1000-0300-570000).

Background/Summary:

The Sports Facilities Division encompasses two complexes in which the fleet of turf maintenance equipment receives preventative maintenance and repair services by a dedicated equipment mechanic. The Small Engine Mechanic’s diligence in maintaining and servicing the equipment has afforded the opportunity to extend the life cycle of these items. Equipment is typically assigned to one primary location, but may be shared between facilities. Since 2009, fifteen pieces of equipment have been scheduled for replacement but were instead carried over to subsequent budget years. One piece of equipment is scheduled for replacement in FY 2013.

There are two additional pieces of equipment (Bobcat and TR5 vacuum) that are not in the fleet replacement program but are in need of replacement at this time (see table below). Adequate funds are available in the Sports Complex Equipment Reserve to replace these pieces of equipment.

Year Purchased	Make	Model	New Model	Forecasted Cost
2003	Melroe/Bobcat	S-185	S-570	\$25,042.12
2005	GME	TR5	Smithco Sweepstar 60	\$26,490.00
SUBTOTAL				\$51,532

On September 12, 2012, the Vehicle Standards Committee approved the replacement of the equipment listed below, but the budget authority has expired since the replacement of these items has been carried over for a number of years past the recommended life cycle. Quotes have been received for all equipment and requested replacement items would be purchased under National IPA and State contracts.

Year Purchased	Year Sched Repl	Make	Model	New Model	Forecasted Cost
2004	2009	Power Boss	Sweeper	Tennant ATLV 4300 Diesel	\$36,516.49
2004	2010	Walker	MCGHS-18	MCGHSA	\$10,905.00
2004	2010	Club Car	Villager 6	Villager Electric	\$12,419.18
2004	2010	Club Car	Carryall 2 XRT	252 Electric	\$9,691.23
2004	2010	Club Car	Carryall 2 XRT	Turf 6	\$10,099.88
2004	2011	Toro	5020	5040	\$24,372.31
2004	2011	Toro	3500	3100-D	\$31,918.61
2004	2011	Toro	WM3300D	WM 3300-D	\$24,145.75
2004	2011	Toro	3100D	3100-D	\$33,407.22
2005	2011	Toro	6500D	5610	\$53,085.89
2005	2011	Toro	6500	7000	\$70,211.62
2005	2011	Club Car	Transporter 4	Villager Electric	\$12,419.18
2006	2012	Toro	Multi Pro 1200	Multi Pro 1250	\$29,460.81
2007	2012	Club Car	Carryall 272	252 Electric	\$9,691.23
2007	2012	Club Car	Carryall 272	252 Electric	\$9,691.23
2007	2013	Club Car	Carryall 252	252 Electric	\$9,691.23

SUBTOTAL **\$387,727**

GRAND TOTAL **\$439,259**

Previous Actions:

Sports Complex staff works with the Budget Office to maintain a healthy replacement fund balance. Regular attendance at Vehicle Standards Committee meetings over the years has insured that equipment replacement needs at the Sports Complex are shared and understood by essential parties. Regular review of equipment replacements has extended the lifecycle of the pieces of equipment listed above.

Options:

A: Council can choose to accept the recommended budget authorization to purchase the eighteen pieces of equipment requested for replacement.

B: Council can choose to require the Peoria Sports Complex to continue their operations with the current fleet of aging turf maintenance equipment.

Staff's Recommendation:

Approve the purchase of the requested equipment and authorize \$439,259 budget amendment of \$369,047 to the Sports Complex Equipment Reserve Other Vehicles account (2010-2040-542505) and \$70,212 to the Fleet Equipment Reserve Other Vehicles account (3100-3500-542505) from the General Fund Contingency (1000-0300-570000).

Fiscal Analysis:

This recommendation is expected to have no financial impact, as the replacement costs have been previously accumulated in the accounts listed above as the fleet replacement program dictates.

Exhibit(s): *None*

Contact Name and Number: Chris Calcaterra, 623-773-8703

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: December 17, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: Brent Mattingly, Finance Director
THROUGH: Susan K. Thorpe, Deputy City Manager
SUBJECT: Budget Adjustment for Unforeseen Forklift Repair Cost

Purpose:

Discussion and possible action to approve a budget adjustment for unforeseen repair costs for the replacement of a large industrial battery in the electric forklift at the Inventory Control Division of the Finance Department. A budget adjustment is requested in the amount of \$4,900 from the General Fund Non-Departmental contingency (1000-0300-570000) to the Inventory Control Division Motor Vehicle Parts / Batteries / Accessories account (1000-0500-530503). The budget adjustment is requested to purchase the required battery to repair the forklift.

Background/Summary:

The Inventory Control Division utilizes several types of forklifts and pallet jacks to store and maintain supplies for the city warehouse operations. The forklift that is used inside the warehouse building is powered by a large industrial battery that has reached the end of its useful life. The forklift is not operational without replacing the battery.

The expense to replace the battery is not included in the Finance Department budget, and the department budget does not include available funds to cover this unforeseen expenditure. This is a one-time budget adjustment totaling \$4,900 for a new battery for the forklift. This amendment has been reviewed by the Management and Budget Department and is recommended for approval.

Previous Actions:

No previous actions have transpired regarding this request.

Options:

A. The Council could act to approve the budget adjustment for the new forklift battery.

B: The Council could decline to approve the proposed budget adjustment at this time. This would have a direct impact on City Inventory Control daily operations and service to our customers.

Staff's Recommendation:

Staff recommends the approval of a budget adjustment of \$4,900 from the General Fund Non-Departmental contingency (1000-0300-570000) to the Inventory Control Division Motor Vehicle Parts / Batteries / Accessories account (1000-0500-530503).

Fiscal Analysis:

The action requires a budget adjustment in the amount of \$4,900 from the General Fund Non-Departmental contingency account (1000-0300-570000) going to the Inventory Control Division Motor Vehicle Parts / Batteries / Accessories account (1000-0500-530503)

Narrative:

With approval of this request, the Inventory Control Division will be able to continue to use the forklift to ensure that the warehouse is run safely and efficiently to deliver operational supplies to its customers.

Contact Name and Number: Dan Zenko, Materials Management Supervisor, 623-773-7147.

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: 13C

Date Prepared: December 17, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Approve a Budget Transfer for the Self-Certification Review Consultant

Purpose:

This is a request for the City Council to authorize a budget transfer for a not to exceed amount of \$30,000 for consulting services associated with assessing how a building self-certification program can be successfully implemented in Peoria. The consulting services will evaluate the existing City of Phoenix self-certification program, determine staffing considerations, determine the impact of this program on other departments, interview stakeholders, evaluate any impact on development revenue, and prepare a report outlining an implementation focused self-certification process that works for Peoria.

Background/Summary:

A self-certification program allows a registered design professional (architect or engineer) to certify that building plans prepared by them, or under their direct supervision, meet the requirements of all applicable building codes adopted by the jurisdiction. The advantage of such a program is to allow the applicant to eliminate the plan review step in the City's permit approval process and reduce the time period between application and issuance of a permit. This program will allow the building owner and the designer the opportunity to self-certify if the project is within the defined scope, or to use the traditional plan review process. Several jurisdictions throughout the country have implemented such programs with a very diverse variety of scopes, parameters, and processes. Such programs are voluntary participation.

The self-certification program should not be confused with the concept of over the counter plan review and permitting. Over the counter is a process which designates a City staff member as responsible for conducting review of a more minor nature at the counter while the customer waits. The goal of over the counter review is to issue the permit at the same time as when the plan review is completed.

The ultimate goal of the self-certification consultant scope is to prepare a report that analyzes the City of Phoenix approach to self-certification and suggest how Peoria can achieve similar objectives.

A focus group consisting of several city departments has been assembled to discuss and review the qualifications of the consultant and evaluate the scope of service for this engagement. In December 2012, the Economic Development Services Department (EDS), working closely with Materials Management, conducted a direct select procurement process. The resulting consultant contract will be signed under the City Manager's signature authority. The effort to streamline the building permitting function is part of the Economic Development Implementation Strategy (EDIS) initiatives to promote economic development.

Previous Actions:

On December 4, 2012, staff presented to council the initiative to contract for a consultant to perform an evaluation of the City of Phoenix self-certification program, determine staffing considerations, determine any impact on development revenue and prepare a report outlining an implementation focused self-certification process that works for Peoria.

Options:

A: Authorize a one-time budget transfer from General Fund Reserves for consultant services to evaluate a self-certification program for Peoria.

B: Reject the budget transfer. Take no further self-certification action.

Staff's Recommendation:

Staff recommends that the City Council approve a budget transfer in the amount not to exceed \$30,000 in one-time funding from General Fund Reserves contingency (1000-0300-570000) to Building Development Other Professional Services (1000-0650-520099).

Fiscal Analysis:

Funding for this contract is available in the FY 2013 General Fund reserves. If the budget transfer is approved, payments to the consultant will be made from the Building Safety Other Professional Services account 1000-0650-520099.

Contact Name and Number:

Dennis Marks at x 7232

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C

Date Prepared: November 28, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: Andrew Granger, P. E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Salt River Project Power Distribution Easement, 75th Ave and Thunderbird Rd

Purpose:

This is a request for City Council to authorize the execution of a Power Distribution Easement to Salt River Project (SRP) for the relocation and maintenance of an underground utility line associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

Background/Summary:

The City's design consultant has analyzed the existing electric utility line locations and determined that it will be necessary to relocate portions of the existing SRP lines to accommodate our project.

Previous Actions:

SRP has agreed to relocate the portions of their utility lines that are in conflict with our new roadway improvements and have requested that the City grant them an easement for the portion that will be relocated.

Options:

- A:** City Council authorizes the execution and recordation of the Easement.
- B:** City Council chooses not to authorize the easement resulting in no public record of the existence or location of SRP's underground utility line.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the SRP easement.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting this easement.

Narrative:

Recordation of this easement will allow SRP to relocate their power line and provide a public record of the existence and location of the line.

Exhibit(s):

Exhibit 1: Vicinity Map

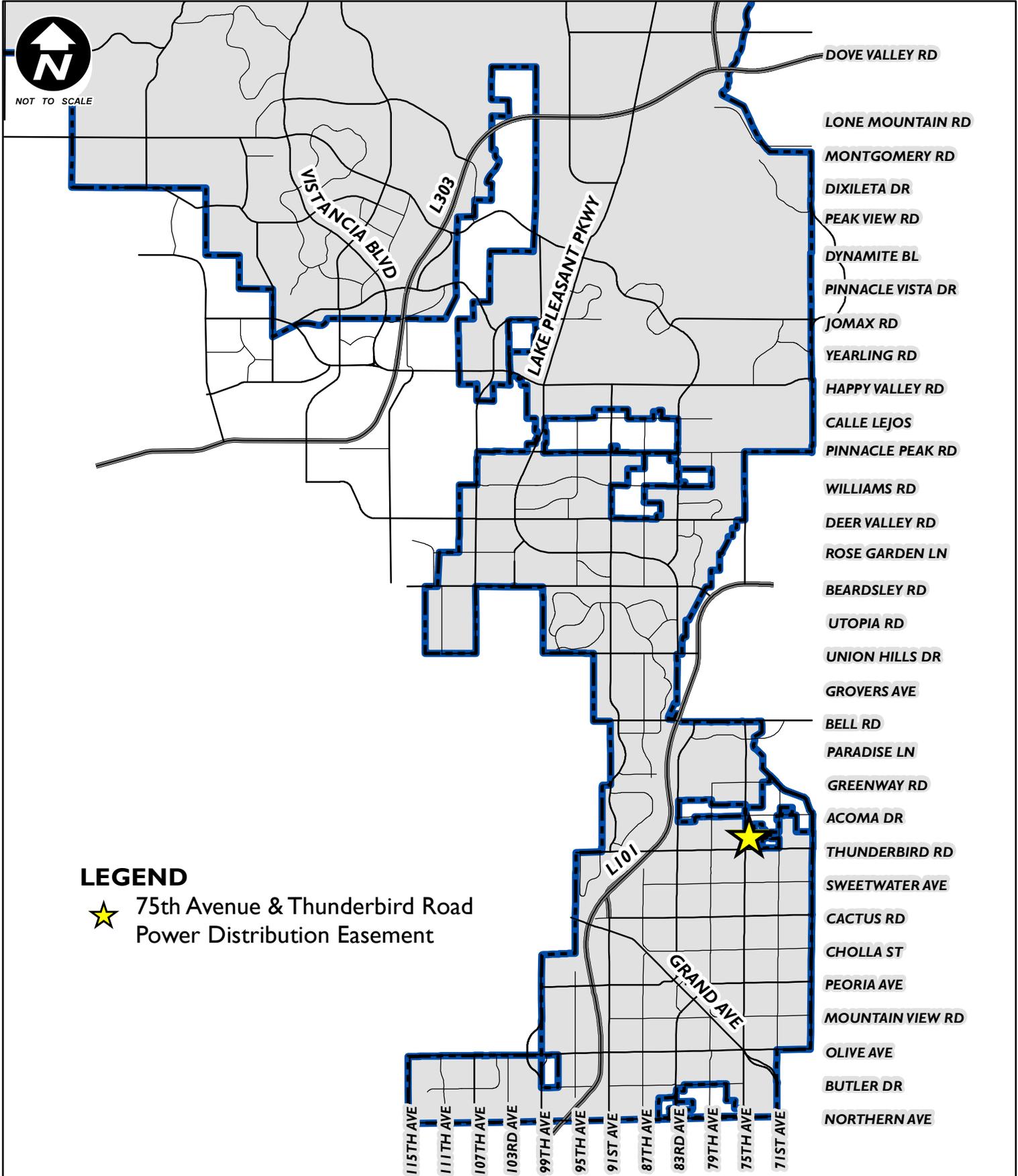
Exhibit 2: Location Map

Exhibit 3: Resolution

Contact Name and Number: Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE



LEGEND

★ 75th Avenue & Thunderbird Road
Power Distribution Easement

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

- 115TH AVE
- 111TH AVE
- 107TH AVE
- 103RD AVE
- 99TH AVE
- 95TH AVE
- 91ST AVE
- 87TH AVE
- 83RD AVE
- 79TH AVE
- 75TH AVE
- 71ST AVE



NOT TO SCALE



LEGEND



Power Distribution Easement



NOTE:
This Map is based on imprecise
source data, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2013-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO SALT RIVER PROJECT FOR THE RELOCATION OF EXISTING UNDERGROUND UTILITY LINES IN THE VICINITY OF 75TH AVENUE AND THUNDERBIRD ROAD.

WHEREAS, the City of Peoria has requested that Salt River Project relocate underground utility lines to accommodate the intersection widening of 75th Avenue and Thunderbird Road. Salt River Project has agreed to do so upon the granting of an easement for the new location of the utility lines.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this Easement and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Easement to Salt River Project, and authorize the City Manager to execute the Easement.

Resolution No. 2013-07
75th & Thunderbird – SRP Easement
January 8, 2013
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

1. SRP Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
SW1/4 Sec. 12, T3N, R1E

Agt. SCF *10/22/12*
Job # JJ6-343/KJ6-305
AMP# 81166241/81166296
W- [REDACTED] C [REDACTED]

CITY OF PEORIA
an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest Quarter of Section 12, Township 3 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona.

Easement Parcels 1 & 2:

Said easement being that portion more particularly described on Exhibit A, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **THE CITY OF PEORIA**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

THE CITY OF PEORIA
an Arizona municipal corporation,

By: Carl Swenson _____

Its: City Manager _____

APPROVED AS TO FORM:

ATTEST:

Stephen M. Kemp
City Attorney for the City of Peoria

City Clerk

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned, personally appeared _____, the _____ of THE CITY OF PEORIA, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Exhibit "A"

EASEMENT PARCEL 1

A portion of the Southwest Quarter of Section 12, Township 3 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 12, a brass cap in hand hole, from which the South Quarter corner of said Section 12, a brass cap flush, bears North 89 degrees 07 minutes 39 seconds East (basis of bearings), a distance of 2657.93 feet;

thence along the south line of said Section 12, North 89 degrees 07 minutes 39 seconds East, a distance of 321.08 feet to the southerly prolongation of the east line of that parcel of land described in Document 1997-481572 Maricopa County Records (MCR);

thence departing said south line of Section 12 and along said southerly prolongation, North 00 degrees 22 minutes 06 seconds East, a distance of 65.07 feet to the **Point of Beginning** of Easement Parcel 1 described herein;

thence departing said east line, South 89 degrees 05 minutes 51 seconds West, a distance of 46.10 feet;

thence South 01 degrees 28 minutes 29 seconds East, a distance of 1.93 feet;

thence South 88 degrees 31 minutes 31 seconds West, a distance of 17.89 feet;

thence North 01 degrees 32 minutes 48 seconds West, a distance of 6.21 feet to the north right-of-way line of Thunderbird Road;

thence along said north right-of-way line, North 89 degrees 05 minutes 29 seconds East, a distance of 64.13 feet to the east line of that parcel of land described in Document 1997-481572 MCR;

thence along said east line, South 00 degrees 22 minutes 06 seconds West, a distance of 4.12 feet to the **Point of Beginning** of Easement Parcel 1;

Said Easement Parcel 1 contains 299 square feet, more or less.

EASEMENT PARCEL 2

A portion of the Southwest Quarter of Section 12, Township 3 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 12, a brass cap in hand hole, from which the South Quarter corner of said Section 12, a brass cap flush, bears North 89 degrees 07 minutes 39 seconds East (basis of bearings), a distance of 2657.93 feet;

08/12/21

thence along the south line of said Section 12, North 89 degrees 07 minutes 39 seconds East, a distance of 194.12 feet;

thence departing said south line, North 00 degrees 52 minutes 21 seconds West, a distance of 65.03 feet to the **Point of Beginning** of Easement Parcel 2;

thence South 89 degrees 01 minutes 25 seconds West, a distance of 44.75 feet;

thence North 82 degrees 00 minutes 16 seconds West, a distance of 45.83 feet;

thence South 89 degrees 15 minutes 39 seconds West, a distance of 24.37 feet;

thence South 00 degrees 21 minutes 58 seconds West, a distance of 7.05 feet;

thence South 89 degrees 10 minutes 15 seconds West, a distance of 8.00 feet;

thence North 00 degrees 21 minutes 58 seconds East, a distance of 337.46 feet;

thence North 45 degrees 40 minutes 49 seconds East, a distance of 4.82 feet;

thence North 00 degrees 15 minutes 44 seconds East, a distance of 3.87 feet;

thence North 44 degrees 49 minutes 02 seconds West, a distance of 12.55 feet to the north line of that parcel of land described in Document 1997-481572 MCR;

thence along said north line, North 89 degrees 10 minutes 38 seconds East, a distance of 15.86 feet to the east line of the west 80.5 feet of said Southwest Quarter of Section 12;

thence departing said north line and along said east line, South 00 degrees 22 minutes 06 seconds West, a distance of 20.73 feet;

thence departing said east line, North 89 degrees 53 minutes 59 seconds West, a distance of 2.37 feet;

thence South 00 degrees 21 minutes 58 seconds West, a distance of 307.20 feet;

thence South 45 degrees 15 minutes 08 seconds East, a distance of 16.50 feet to an angle point in the north right-of-way line of Thunderbird Road;

thence along said north right-of-way line, North 89 degrees 07 minutes 39 seconds East, a distance of 12.84 feet to an angle point in said right-of-way;

thence continuing along said right-of-way line, South 81 degrees 58 minutes 17 seconds East, a distance of 64.18 feet to an angle point in said right-of-way;

thence continuing along said right-of-way line, North 89 degrees 05 minutes 29 seconds East, a distance of 26.21 feet;

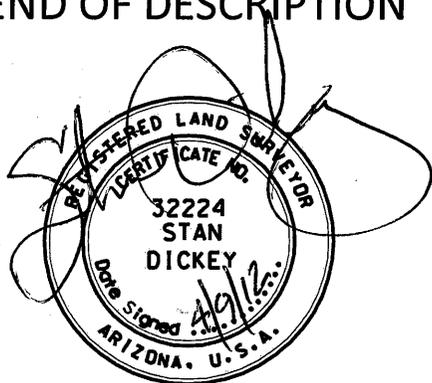
10/10/2012

thence departing said north right-of-way line, South 00 degrees 58 minutes 35 seconds East, a distance of 4.06 feet to the **Point of Beginning** of Easement Parcel 2.

Said Easement Parcel 2 contains 3637 square feet, more or less.

This description contains multiple pages and describes multiple parcels and as such must be reproduced in its entirety.

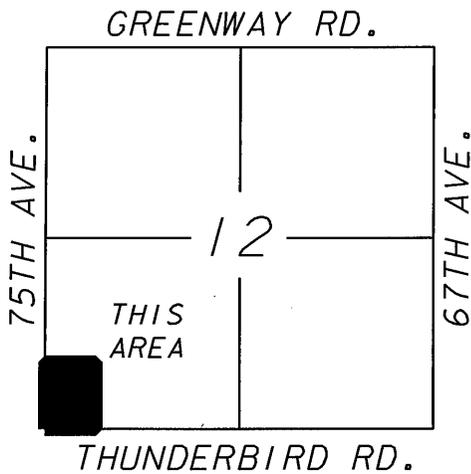
END OF DESCRIPTION



REGISTRATION
EXPIRES: 03-31-13

10/2012

EXHIBIT "A"



KEY MAP



REGISTRATION
EXPIRES: 03-31-13

NOTE: THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT, ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY. EQUIPMENT PAD(S) ARE A PART OF THE EASEMENT UNLESS OTHERWISE NOTED.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT

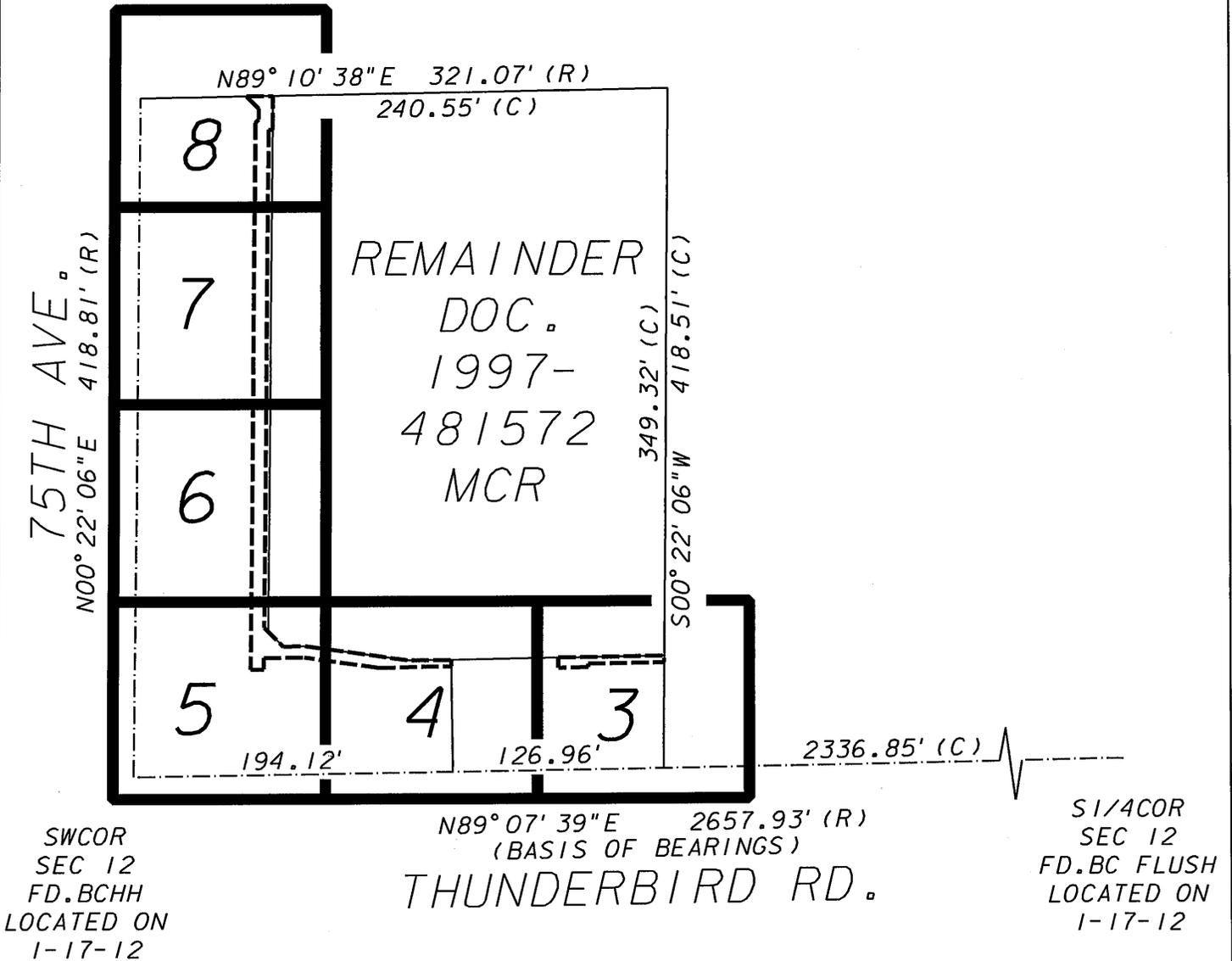
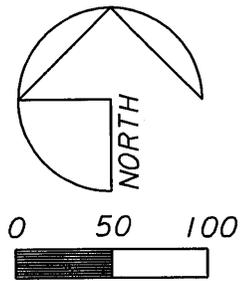
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
& POWER DISTRICT

SRP JOB NO. JJ6-343 (KJ6-305)
AMP W/O NO. 81166241 (81166296)

75TH AVE AND THUNDERBIRD
SW 1/4, SEC 12, T3N, R1E
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED T.RINN DATE 4-04-12
DRAWN G.GREEN CHECKED BY: GM
AGENT S.FURROW APPROVED: Motzke
SCALE N.T.S. SHEET 1 OF 8

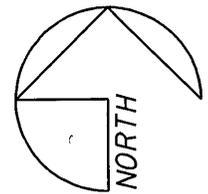
EXHIBIT "A"



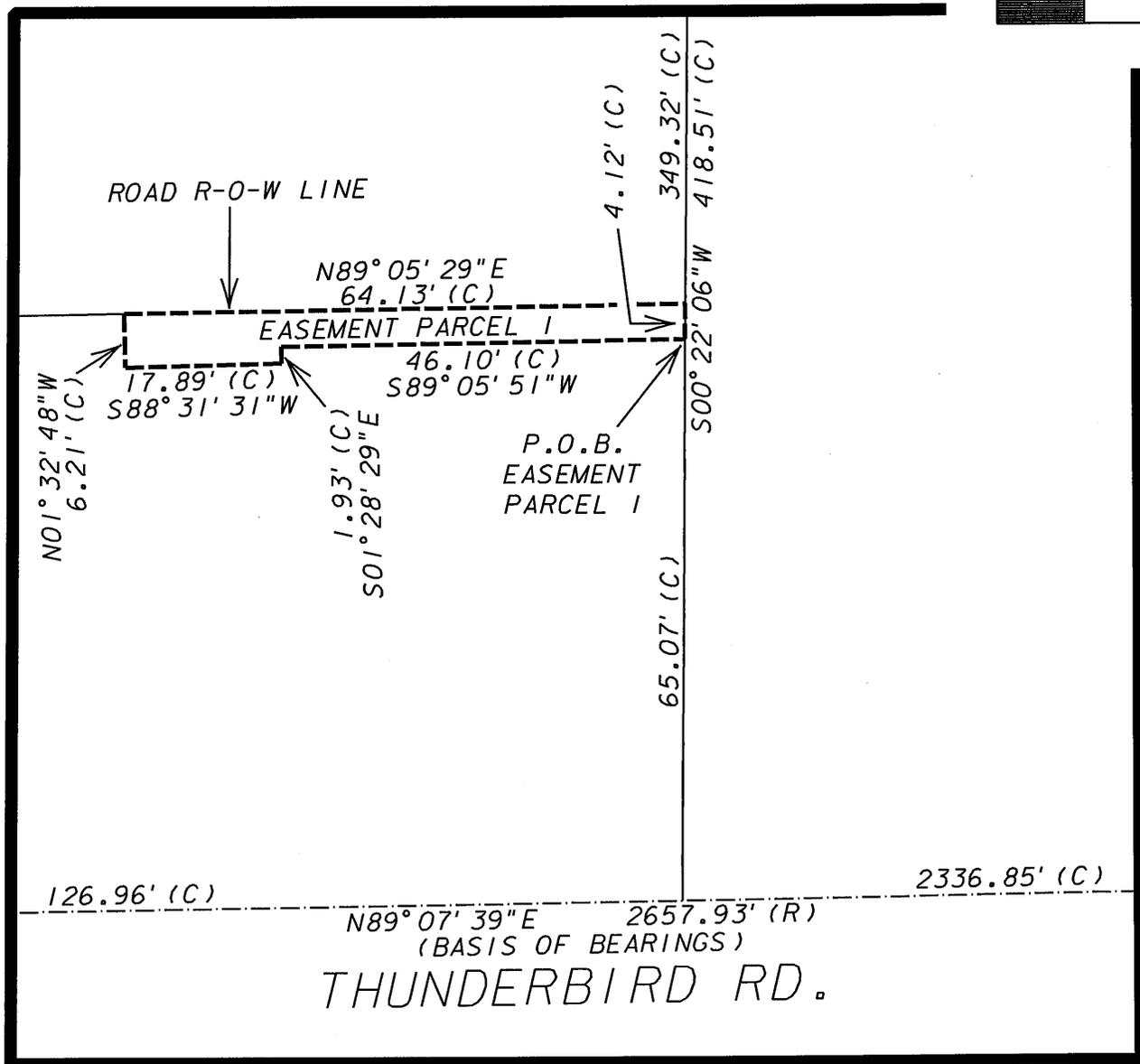
SHEET KEY MAP

<p>SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT</p>	<p>SRP JOB NO. JJ6-343 (KJ6-305) AMP W/O NO. 81166241 (81166296)</p>
<p>75TH AVE AND THUNDERBIRD SW1/4, SEC 12, T3N, R1E MARICOPA COUNTY, ARIZONA UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY</p>	<p>DESIGNED <u>T.RINN</u> DATE <u>4-04-12</u> DRAWN <u>G.GREEN</u> CHECKED BY: <u>G.M</u> AGENT <u>S.FURROW</u> APPROVED: <u>[Signature]</u> SCALE <u>1" = 100'</u> SHEET <u>2</u> OF <u>8</u></p>

EXHIBIT "A"

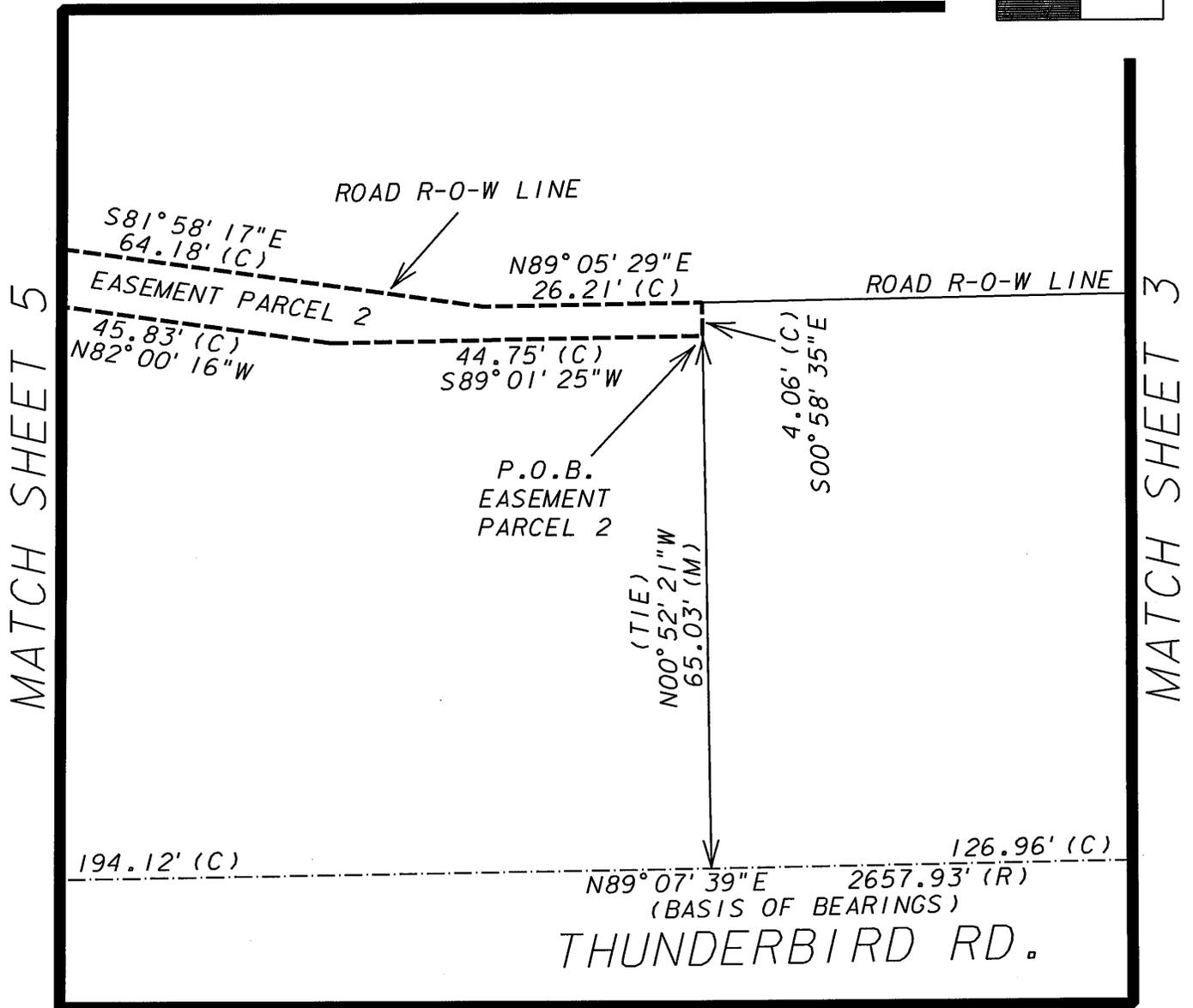
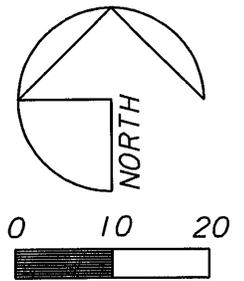


MATCH SHEET 4



<p>SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT</p>	<p>SRP JOB NO. JJ6-343 (KJ6-305) AMP W/O NO. 81166241 (81166296)</p>	
<p>75TH AVE AND THUNDERBIRD SW1/4, SEC12, T3N, R1E MARICOPA COUNTY, ARIZONA UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY</p>	<p>DESIGNED <u>T.RINN</u> DRAWN <u>G.GREEN</u> AGENT <u>S.FURROW</u> SCALE <u>1" = 20'</u></p>	<p>DATE <u>4-04-12</u> CHECKED BY: <u>GM</u> APPROVED: <u>[Signature]</u> SHEET <u>3</u> OF <u>8</u></p>

EXHIBIT "A"

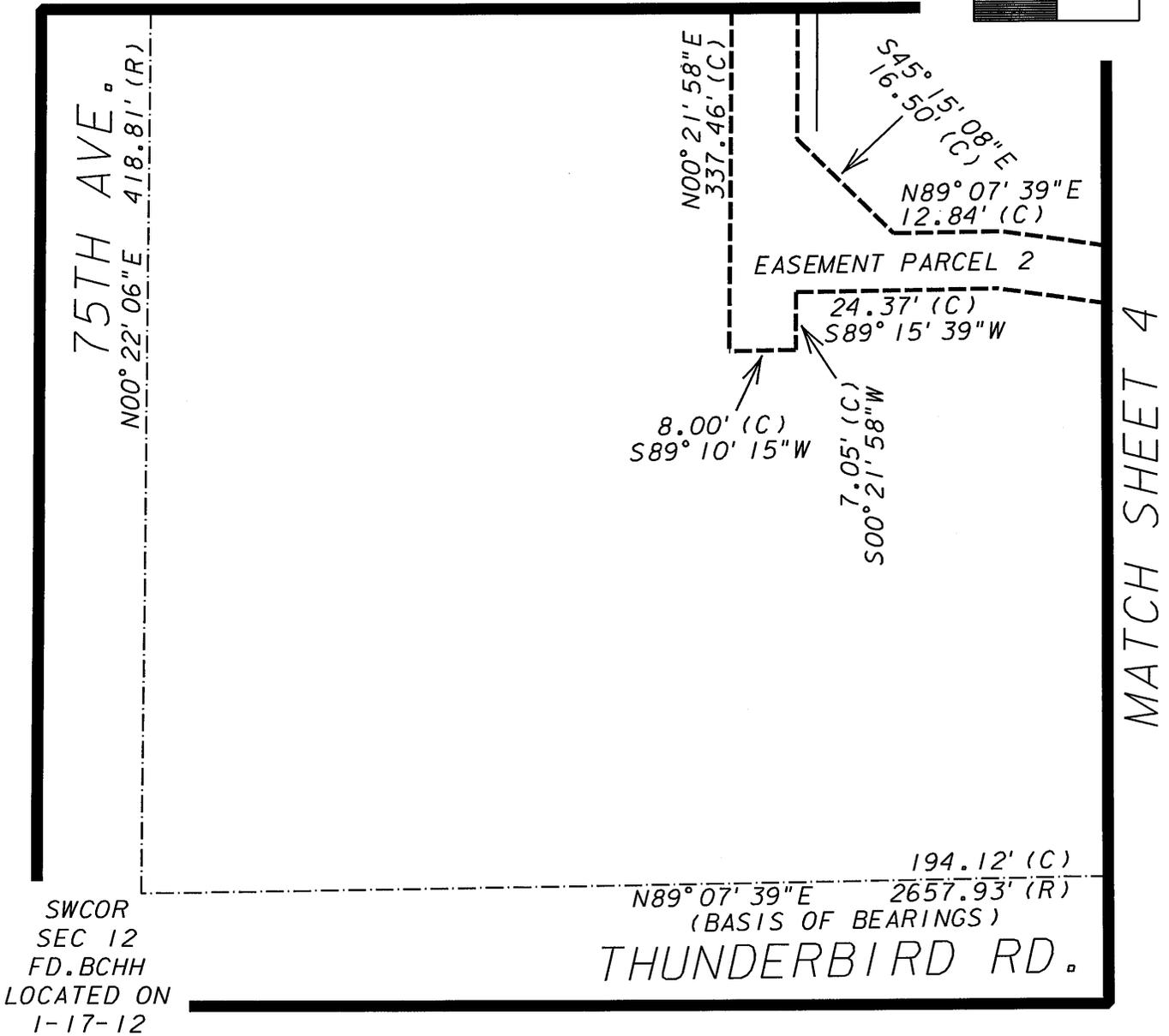
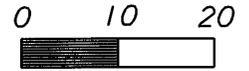
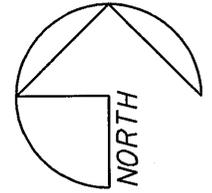


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	SRP JOB NO. JJ6-343 (KJ6-305) AMP W/O NO. 81166241 (81166296)
--	--

75TH AVE AND THUNDERBIRD SW1/4, SEC12, T3N, R1E MARICOPA COUNTY, ARIZONA UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY	DESIGNED <u>T.RINN</u> DATE <u>4-04-12</u> DRAWN <u>G.GREEN</u> CHECKED BY: <u>GM</u> AGENT <u>S.FURROW</u> APPROVED: <u>[Signature]</u> SCALE <u>1" = 20'</u> SHEET <u>4</u> OF <u>8</u>
---	--

EXHIBIT "A"

MATCH SHEET 6

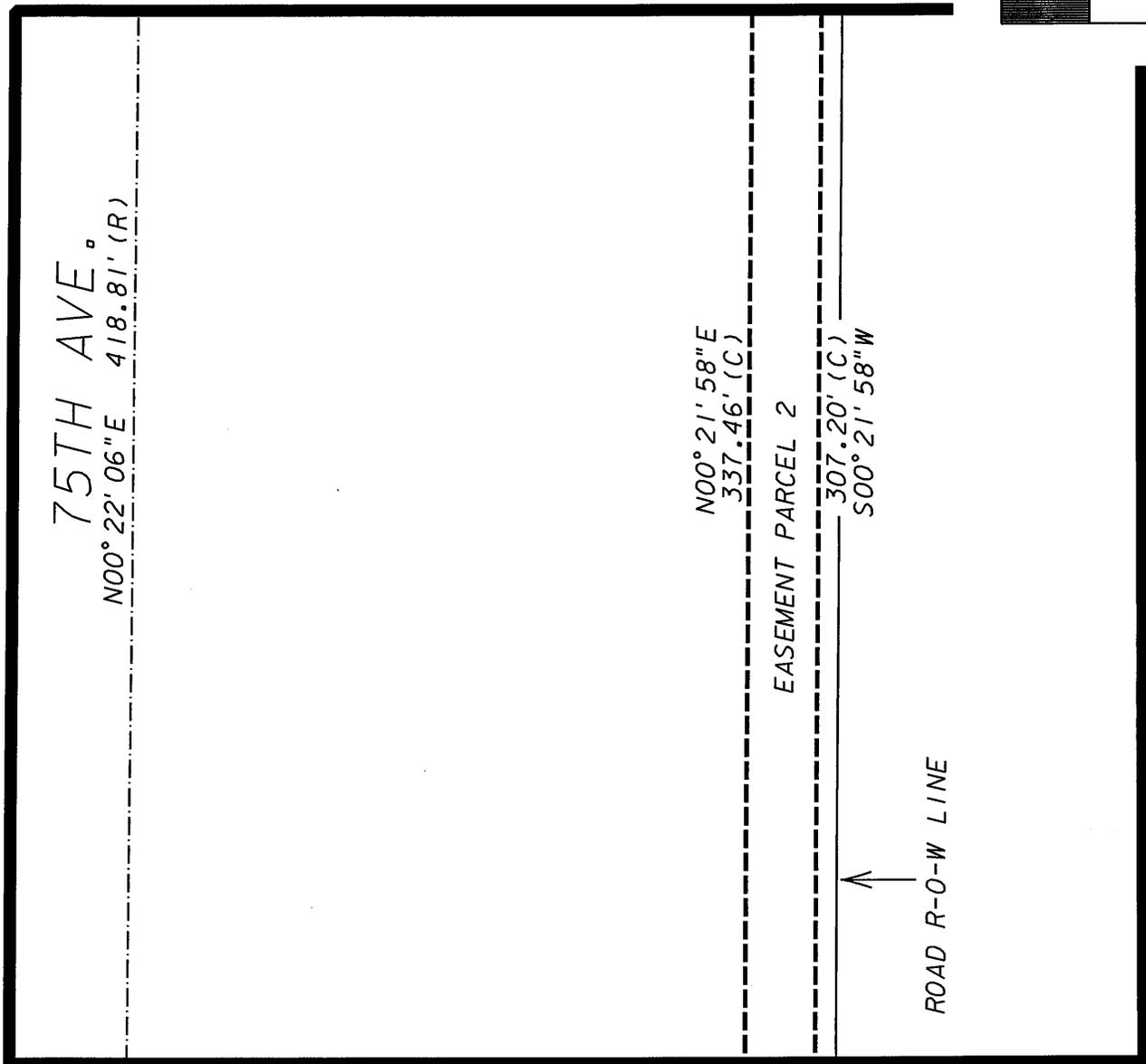
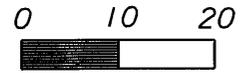
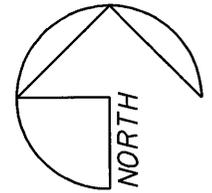


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	SRP JOB NO. JJ6-343 (KJ6-305) AMP W/O NO. 81166241 (81166296)
--	--

75TH AVE AND THUNDERBIRD SW 1/4, SEC 12, T3N, R1E MARICOPA COUNTY, ARIZONA UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY	DESIGNED <u>T.RINN</u> DATE <u>4-04-12</u> DRAWN <u>G.GREEN</u> CHECKED BY: <u>GM</u> AGENT <u>S.FURROW</u> APPROVED: <u>[Signature]</u> SCALE <u>1" = 20'</u> SHEET <u>5</u> OF <u>8</u>
---	--

EXHIBIT "A"

MATCH SHEET 7



MATCH SHEET 5

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
& POWER DISTRICT

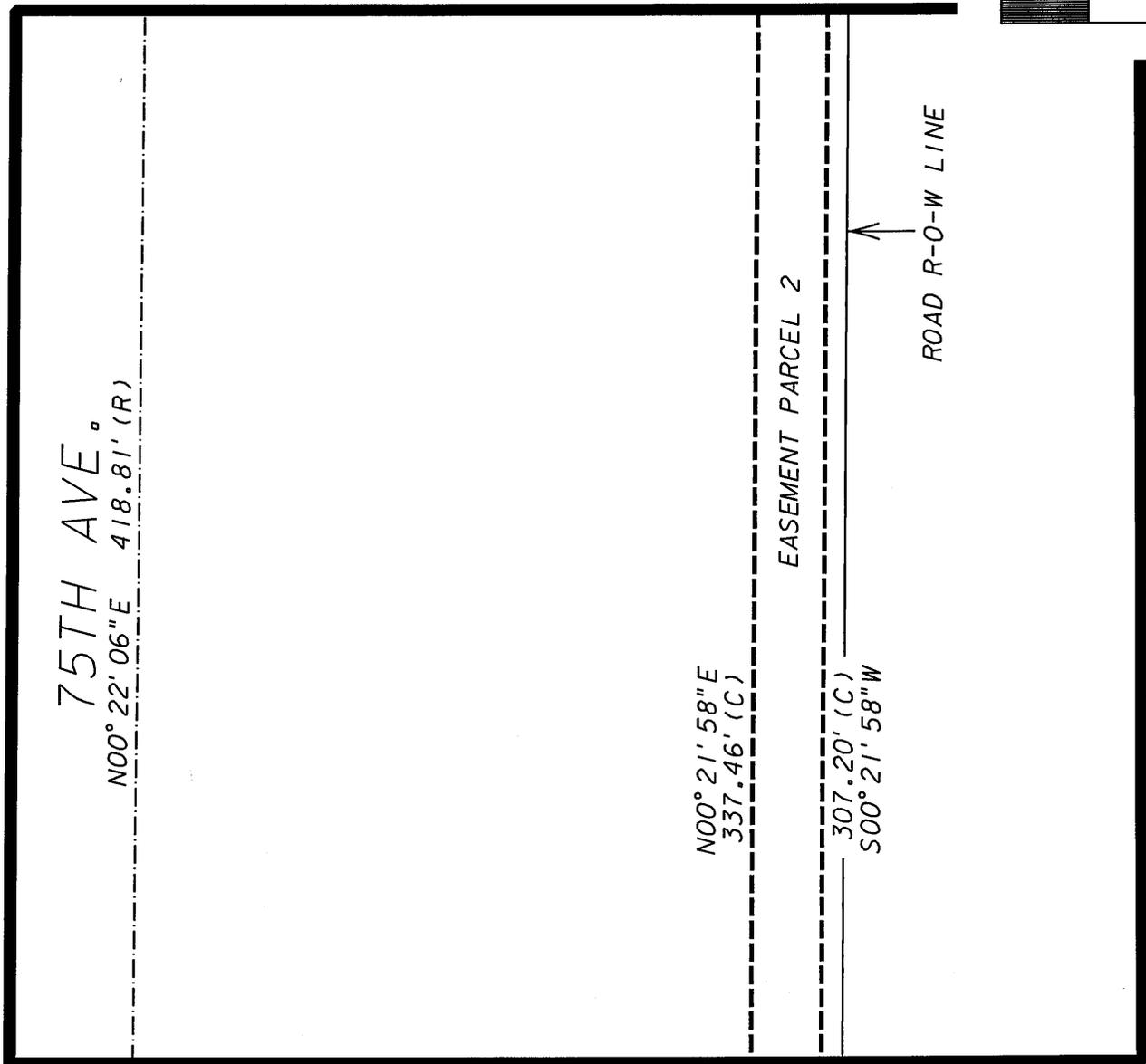
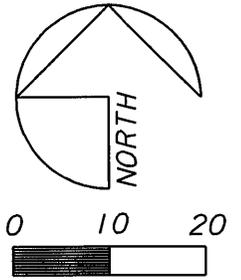
SRP JOB NO. JJ6-343 (KJ6-305)
AMP W/O NO. 81166241 (81166296)

75TH AVE AND THUNDERBIRD
SW 1/4, SEC 12, T3N, R1E
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED T.RINN DATE 4-04-12
DRAWN G.GREEN CHECKED BY: GM
AGENT S.FURROW APPROVED: [Signature]
SCALE 1" = 20' SHEET 6 OF 8

EXHIBIT "A"

MATCH SHEET 8



MATCH SHEET 6

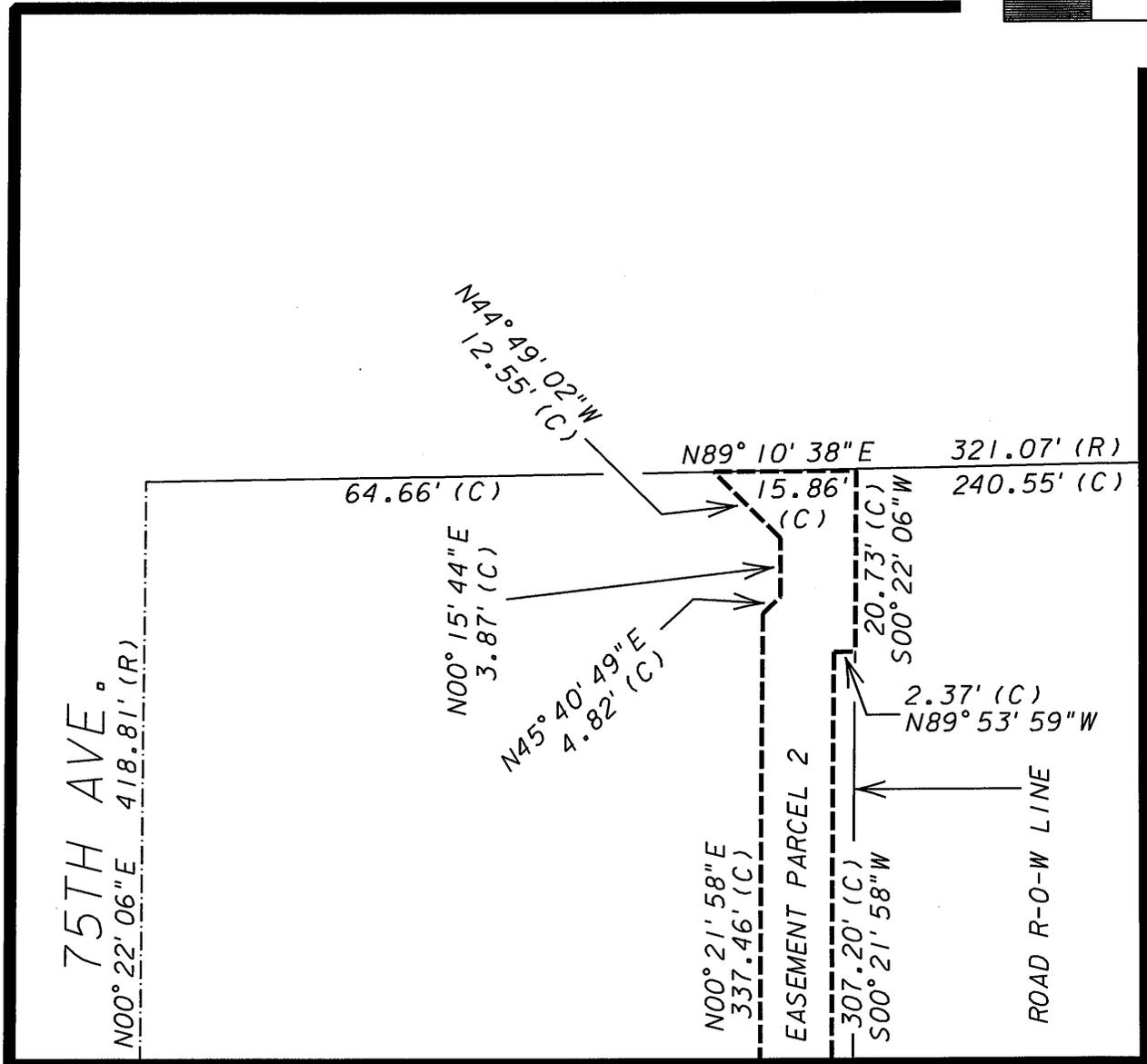
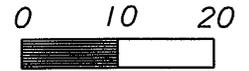
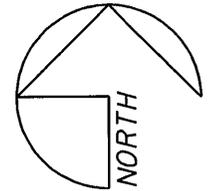
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
& POWER DISTRICT

SRP JOB NO. JJ6-343 (KJ6-305)
AMP W/O NO. 81166241 (81166296)

75TH AVE AND THUNDERBIRD
SW 1/4, SEC 12, T3N, R1E
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED T. RINN DATE 4-04-12
DRAWN G. GREEN CHECKED BY: GM
AGENT S. FURROW APPROVED: [Signature]
SCALE 1" = 20' SHEET 7 OF 8

EXHIBIT "A"



MATCH SHEET 7

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
& POWER DISTRICT

SRP JOB NO. JJ6-343 (KJ6-305)
AMP W/O NO. 81166241 (81166296)

75TH AVE AND THUNDERBIRD
SW 1/4, SEC 12, T3N, R1E
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED T.RINN DATE 4-04-12
DRAWN G.GREEN CHECKED BY: GM
AGENT S.FURROW APPROVED: [Signature]
SCALE 1" = 20' SHEET 8 OF 8

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C

Date Prepared: November 28, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, The Meadows – Parcel 4A, Deer Valley Road and 93rd Avenue
(Project No. R120040)

Purpose:

This is a request for City Council to approve a Final Plat of The Meadows – Parcel 4A, located on Deer Valley Road and 93rd Avenue, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area. This final plat creates a total of 121 new lots. All internal roadways are public and are being dedicated with this Final Plat.

Previous Actions:

The preliminary plat was reviewed by the City and completed in February 2011 and no significant changes were made to the proposed Final Plat.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Final Plat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: Final Plat

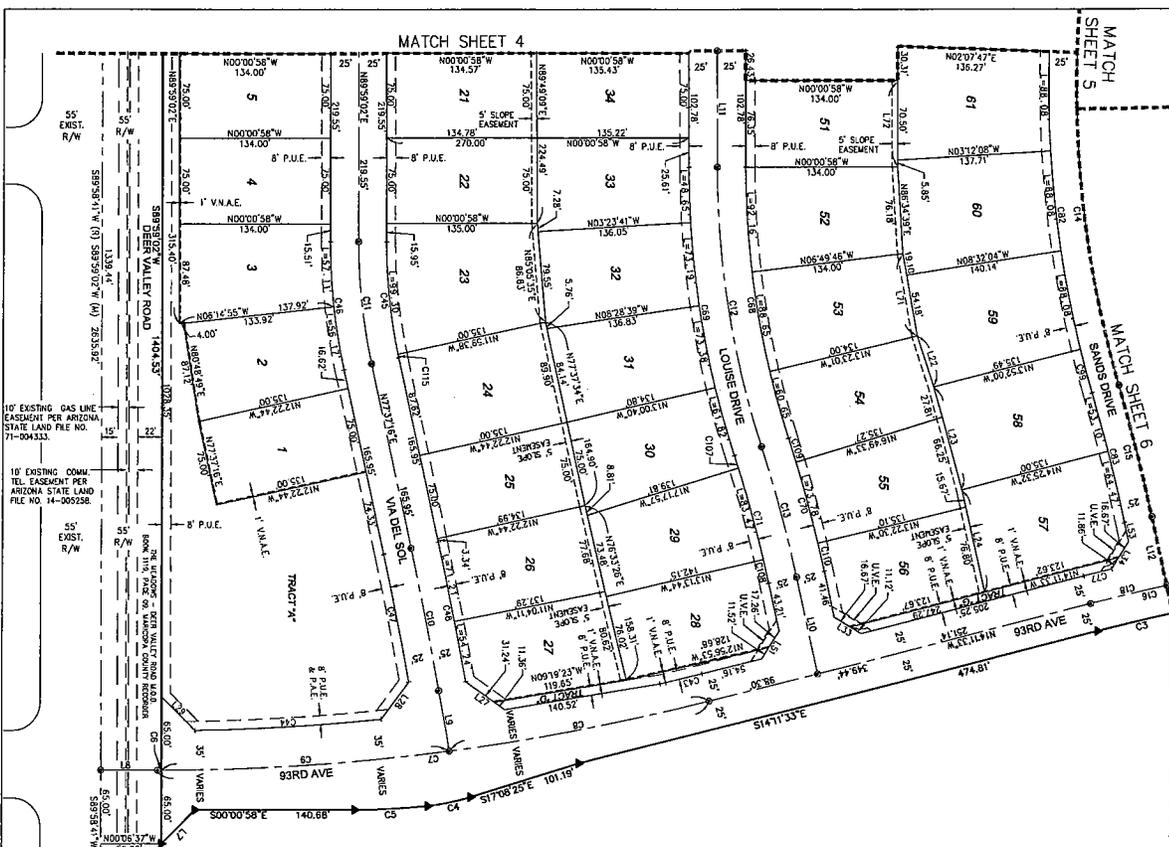
Exhibit 2: Vicinity Map

Contact Name and Number:

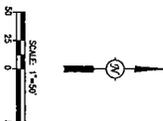
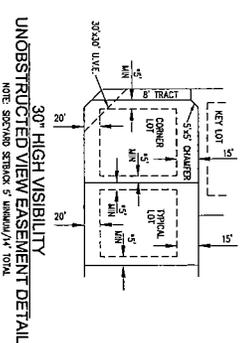
Jodi Breyfogle, PE, CFM: 623-773-7577

**FINAL PLAT OF
"THE MEADOWS - PARCEL 4A"**

A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,
RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



UNSUBDIVIDED
APN 200-09-0024



- LEGEND**
- M.C. - DENOTES MARICOPA COUNTY
 - C.O.P. - DENOTES CITY OF PHOENIX
 - S.O.E. - DENOTES SHORT DISTANCE EASEMENT PER PERMA STD. DLY. PC-090
 - U.V.E. - DENOTES UN-OBSERVED VIEW EASEMENT PER PERMA STD. DLY. PC-091
 - FD - DENOTES FOUND CDP
 - M.B.D. - DENOTES BRASS CDP
 - REG. - DENOTES REGISTRATION
 - P.A.E. - DENOTES PERMANENT ACCESS EASEMENT
 - P.W.E. - DENOTES PERMANENT WATERLINE EASEMENT
 - P.S.E. - DENOTES PERMANENT SERVICE EASEMENT
 - P.S.E. - DENOTES PERMANENT SERVICE EASEMENT
 - V.A.E. - DENOTES VEHICLE NON-ACCESS EASEMENT
 - M.C.R. - DENOTES MARICOPA COUNTY RECORDER
 - R.S. - DENOTES REGISTERED LAND SURVEYOR
 - P.S. - DENOTES PUBLIC SURVEY
 - APN - DENOTES ASSessor'S PARCEL NUMBER
 - - DENOTES FOUND MONUMENT AS NOTED
 - - DENOTES SURVEY MARKER TO BE SET AT THE LINE OF STREET IMPROVEMENTS BY PLANNING CONTRACTOR
 - ▲ - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH CAP - ALLS. OR 3/8" IRON BARR. STD. DLY. 120-1, 19E "B"
 - - DENOTES EASEMENT LINE (AS NOTED)
 - - DENOTES BOUNDARY LINE OF PLAT
 - - DENOTES ROAD CENTRALINE LINE
 - - DENOTES UN-OBSERVED VIEW EASEMENT LINE - ALL STREETS
 - - DENOTES SHORT DISTANCE EASEMENT LINE
 - - DENOTES SECTION LINE

C.O.P. PROJECT NO. R120040

3060

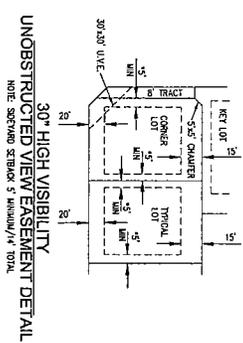
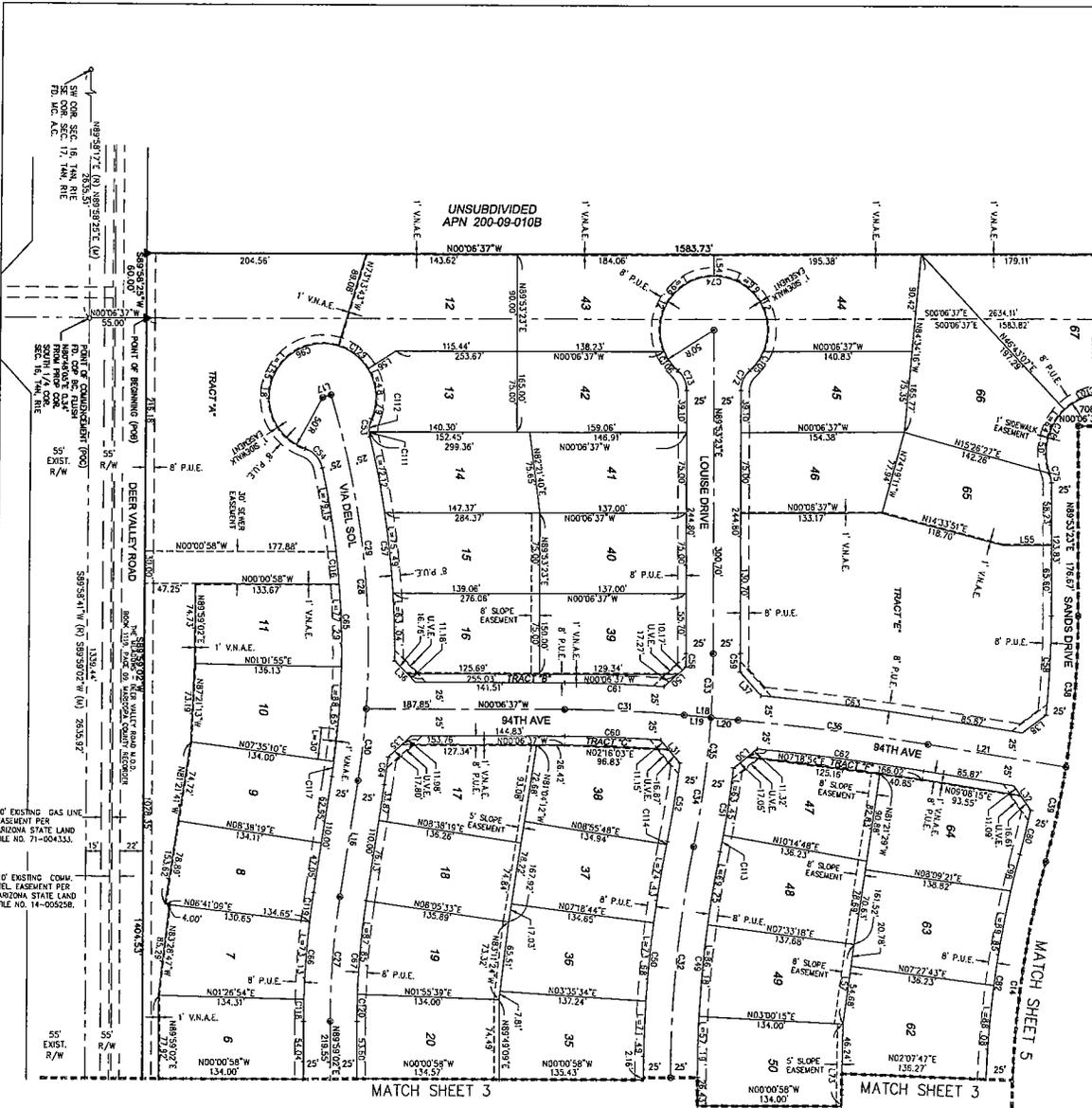
DATE: 1/18/2024
 TECH: JAW
 CHECKED: JAW
 PROJECT NO.: R120040
 SHEET NUMBER: 1 OF 1
 SHEET TITLE: FINAL PLAT

FINAL PLAT OF
"THE MEADOWS - PARCEL 4A"

A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,

PHOENIX
8077 N 80TH ST, STE 350, SCOTTSDALE, AZ 85258

MATCH SHEET 5
 A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,
 RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
FINAL PLAT OF
"THE MEADOWS - PARCEL 4A"
 MATCH SHEET 5



- LEGEND**
- M.C. - DENOTES MARICOPA COUNTY
 - C.O.P. - DENOTES CITY OF PHOENIX
 - A.C. - DENOTES ALUMINUM CAP
 - S.O.E. - DENOTES SHORT DISTANCE EASEMENT PER PERMA STD. DTL. PE-090
 - S.V.E. - DENOTES SHORT DISTANCE VIEW EASEMENT PER PERMA STD. DTL. PE-091
 - N.O. - DENOTES NON-OBSTRUCTED VIEW EASEMENT PER PERMA STD. DTL. PE-091
 - B.C. - DENOTES BRASS CAP
 - M.O.D. - DENOTES MAP OF DEDICATION
 - S.F. - DENOTES SQUARE FEET
 - P.A.E. - DENOTES PUBLIC ACCESS EASEMENT
 - P.V.E. - DENOTES PERMA VENTURE EASEMENT
 - P.U.E. - DENOTES PUBLIC UTILITY EASEMENT
 - V.A.E. - DENOTES VEHICLE NON-ACCESS EASEMENT
 - R.S. - DENOTES REGISTERED LAND SURVEYOR
 - R.L.S. - DENOTES REGISTERED LAND SURVEYOR
 - R.K. - DENOTES "BOOK OF MAPS" IN THE OFFICE OF MARICOPA COUNTY RECORDER
 - P.A. - DENOTES PAGE
 - A.M. - DENOTES ASSESSOR'S PARCEL NUMBER
 - - DENOTES FOUND BOUNDARY AS NOTED
 - - DENOTES SURVEY NUMBER TO BE SET AT TIME OF PERMANENT RECORDATION
 - ▲ - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH PERMA STD. DTL. 102-1, TYPE 3, UNLESS OTHERWISE NOTED
 - - DENOTES EASEMENT LINE AS NOTED
 - - - - DENOTES EASEMENT LINE AS NOTED
 - - - - DENOTES ROAD CENTERLINE
 - - - - DENOTES ROAD CENTERLINE
 - - - - DENOTES BOUNDARY LINE OF PLAT
 - - - - DENOTES EASEMENT LINE - ALL STREETS DENOTES SHORT DISTANCE EASEMENT LINE
 - - - - DENOTES SECTION LINE

C.O.P. PROJECT NO. R120040

DATE: 11/28/2018
 PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 FINAL PLAT
 SHEET NO. 4 OF 6

FINAL PLAT OF
"THE MEADOWS - PARCEL 4A"
 A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,
 RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

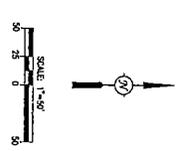
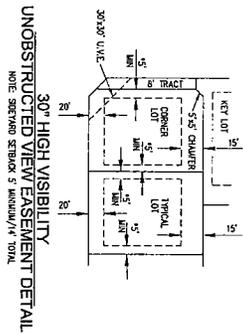
Cardno
 Shaping the Future
 PHOENIX
 8677 N 80TH ST, STE 336, SCOTTSDALE, AZ 85268

FINAL PLAT OF "THE MEADOWS - PARCEL 4A"

A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,
RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

UNSUBDIVIDED
APN 200-09-004B

SECTION 16, T4N, R1E
C.O.P. FILE NO. 36901 FROM R001 WITH
D.L. 120-1, TYPE "C"
CENTER OF SEC. 16, T4N, R1E
C.O.P. FILE NO. 36901 FROM R001 WITH
D.L. 120-1, TYPE "C"



- LEGEND**
- U.S. - DENOTES MARICOPA COUNTY
 - C.O.C. - DENOTES COCHISE COUNTY
 - A.C. - DENOTES ALUMINUM CAP
 - S.O.C. - DENOTES SIGHT DISTANCE EASEMENT PER PRIMA STD. D.L. PE-040
 - V.U.E. - DENOTES UN-OBSTRUCTED VIEW EASEMENT PER PRIMA STD. D.L. PE-041
 - M.O.D. - DENOTES MARIPOSA COUNTY
 - M.A.D. - DENOTES MAP OF DEDICATION
 - S.F.T. - DENOTES SQUARE FEET
 - P.A.E. - DENOTES PROFESSIONAL ACCESS EASEMENT
 - P.S.E. - DENOTES PUBLIC SERVICE EASEMENT
 - P.U.E. - DENOTES PUBLIC UTILITY EASEMENT
 - V.A.E. - DENOTES VEHICLE NON-ACCESS EASEMENT
 - R.C.S. - DENOTES REGISTERED LAND SURVEYOR
 - BR - DENOTES BOOK OF MAPS IN THE OFFICE OF MARICOPA COUNTY RECORDER
 - RP - DENOTES PLAT
 - APN - DENOTES ASSessor'S PARCEL NUMBER
 - 0 - DENOTES FOUND BOUNDARY AS NOTED
 - 1 - DENOTES SURVEY MARKER TO BE SET AT TIME OF RECORDING
 - 2 - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH C.O.P. FILE NO. 36901 PER M.A.C. STD. D.L. 120-1, TYPE "B"
 - 3 - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH C.O.P. FILE NO. 36901 PER M.A.C. STD. D.L. 120-1, TYPE "C" UNLESS OTHERWISE NOTED
 - 4 - DENOTES EASEMENT LINE AS NOTED
 - 5 - DENOTES VEHICLE NON-ACCESS EASEMENT LINE
 - 6 - DENOTES ROAD CENTERLINE
 - 7 - DENOTES ROAD CENTERLINE OF PAUL
 - 8 - DENOTES ROAD CENTERLINE OF PAUL
 - 9 - DENOTES ROAD CENTERLINE OF PAUL
 - 10 - DENOTES ROAD CENTERLINE OF PAUL
 - 11 - DENOTES ROAD CENTERLINE OF PAUL
 - 12 - DENOTES ROAD CENTERLINE OF PAUL
 - 13 - DENOTES ROAD CENTERLINE OF PAUL
 - 14 - DENOTES ROAD CENTERLINE OF PAUL
 - 15 - DENOTES ROAD CENTERLINE OF PAUL
 - 16 - DENOTES ROAD CENTERLINE OF PAUL
 - 17 - DENOTES ROAD CENTERLINE OF PAUL
 - 18 - DENOTES ROAD CENTERLINE OF PAUL
 - 19 - DENOTES ROAD CENTERLINE OF PAUL
 - 20 - DENOTES ROAD CENTERLINE OF PAUL
 - 21 - DENOTES ROAD CENTERLINE OF PAUL
 - 22 - DENOTES ROAD CENTERLINE OF PAUL
 - 23 - DENOTES ROAD CENTERLINE OF PAUL
 - 24 - DENOTES ROAD CENTERLINE OF PAUL
 - 25 - DENOTES ROAD CENTERLINE OF PAUL
 - 26 - DENOTES ROAD CENTERLINE OF PAUL
 - 27 - DENOTES ROAD CENTERLINE OF PAUL
 - 28 - DENOTES ROAD CENTERLINE OF PAUL
 - 29 - DENOTES ROAD CENTERLINE OF PAUL
 - 30 - DENOTES ROAD CENTERLINE OF PAUL
 - 31 - DENOTES ROAD CENTERLINE OF PAUL
 - 32 - DENOTES ROAD CENTERLINE OF PAUL
 - 33 - DENOTES ROAD CENTERLINE OF PAUL
 - 34 - DENOTES ROAD CENTERLINE OF PAUL
 - 35 - DENOTES ROAD CENTERLINE OF PAUL
 - 36 - DENOTES ROAD CENTERLINE OF PAUL
 - 37 - DENOTES ROAD CENTERLINE OF PAUL
 - 38 - DENOTES ROAD CENTERLINE OF PAUL
 - 39 - DENOTES ROAD CENTERLINE OF PAUL
 - 40 - DENOTES ROAD CENTERLINE OF PAUL
 - 41 - DENOTES ROAD CENTERLINE OF PAUL
 - 42 - DENOTES ROAD CENTERLINE OF PAUL
 - 43 - DENOTES ROAD CENTERLINE OF PAUL
 - 44 - DENOTES ROAD CENTERLINE OF PAUL
 - 45 - DENOTES ROAD CENTERLINE OF PAUL
 - 46 - DENOTES ROAD CENTERLINE OF PAUL
 - 47 - DENOTES ROAD CENTERLINE OF PAUL
 - 48 - DENOTES ROAD CENTERLINE OF PAUL
 - 49 - DENOTES ROAD CENTERLINE OF PAUL
 - 50 - DENOTES ROAD CENTERLINE OF PAUL
 - 51 - DENOTES ROAD CENTERLINE OF PAUL
 - 52 - DENOTES ROAD CENTERLINE OF PAUL
 - 53 - DENOTES ROAD CENTERLINE OF PAUL
 - 54 - DENOTES ROAD CENTERLINE OF PAUL
 - 55 - DENOTES ROAD CENTERLINE OF PAUL
 - 56 - DENOTES ROAD CENTERLINE OF PAUL
 - 57 - DENOTES ROAD CENTERLINE OF PAUL
 - 58 - DENOTES ROAD CENTERLINE OF PAUL
 - 59 - DENOTES ROAD CENTERLINE OF PAUL
 - 60 - DENOTES ROAD CENTERLINE OF PAUL
 - 61 - DENOTES ROAD CENTERLINE OF PAUL
 - 62 - DENOTES ROAD CENTERLINE OF PAUL
 - 63 - DENOTES ROAD CENTERLINE OF PAUL
 - 64 - DENOTES ROAD CENTERLINE OF PAUL
 - 65 - DENOTES ROAD CENTERLINE OF PAUL
 - 66 - DENOTES ROAD CENTERLINE OF PAUL
 - 67 - DENOTES ROAD CENTERLINE OF PAUL
 - 68 - DENOTES ROAD CENTERLINE OF PAUL
 - 69 - DENOTES ROAD CENTERLINE OF PAUL
 - 70 - DENOTES ROAD CENTERLINE OF PAUL
 - 71 - DENOTES ROAD CENTERLINE OF PAUL
 - 72 - DENOTES ROAD CENTERLINE OF PAUL
 - 73 - DENOTES ROAD CENTERLINE OF PAUL
 - 74 - DENOTES ROAD CENTERLINE OF PAUL
 - 75 - DENOTES ROAD CENTERLINE OF PAUL
 - 76 - DENOTES ROAD CENTERLINE OF PAUL
 - 77 - DENOTES ROAD CENTERLINE OF PAUL
 - 78 - DENOTES ROAD CENTERLINE OF PAUL
 - 79 - DENOTES ROAD CENTERLINE OF PAUL
 - 80 - DENOTES ROAD CENTERLINE OF PAUL
 - 81 - DENOTES ROAD CENTERLINE OF PAUL
 - 82 - DENOTES ROAD CENTERLINE OF PAUL
 - 83 - DENOTES ROAD CENTERLINE OF PAUL
 - 84 - DENOTES ROAD CENTERLINE OF PAUL
 - 85 - DENOTES ROAD CENTERLINE OF PAUL
 - 86 - DENOTES ROAD CENTERLINE OF PAUL
 - 87 - DENOTES ROAD CENTERLINE OF PAUL
 - 88 - DENOTES ROAD CENTERLINE OF PAUL
 - 89 - DENOTES ROAD CENTERLINE OF PAUL
 - 90 - DENOTES ROAD CENTERLINE OF PAUL
 - 91 - DENOTES ROAD CENTERLINE OF PAUL
 - 92 - DENOTES ROAD CENTERLINE OF PAUL
 - 93 - DENOTES ROAD CENTERLINE OF PAUL
 - 94 - DENOTES ROAD CENTERLINE OF PAUL
 - 95 - DENOTES ROAD CENTERLINE OF PAUL
 - 96 - DENOTES ROAD CENTERLINE OF PAUL
 - 97 - DENOTES ROAD CENTERLINE OF PAUL
 - 98 - DENOTES ROAD CENTERLINE OF PAUL
 - 99 - DENOTES ROAD CENTERLINE OF PAUL
 - 100 - DENOTES ROAD CENTERLINE OF PAUL
 - 101 - DENOTES ROAD CENTERLINE OF PAUL
 - 102 - DENOTES ROAD CENTERLINE OF PAUL
 - 103 - DENOTES ROAD CENTERLINE OF PAUL
 - 104 - DENOTES ROAD CENTERLINE OF PAUL
 - 105 - DENOTES ROAD CENTERLINE OF PAUL
 - 106 - DENOTES ROAD CENTERLINE OF PAUL
 - 107 - DENOTES ROAD CENTERLINE OF PAUL
 - 108 - DENOTES ROAD CENTERLINE OF PAUL
 - 109 - DENOTES ROAD CENTERLINE OF PAUL
 - 110 - DENOTES ROAD CENTERLINE OF PAUL
 - 111 - DENOTES ROAD CENTERLINE OF PAUL
 - 112 - DENOTES ROAD CENTERLINE OF PAUL
 - 113 - DENOTES ROAD CENTERLINE OF PAUL
 - 114 - DENOTES ROAD CENTERLINE OF PAUL
 - 115 - DENOTES ROAD CENTERLINE OF PAUL
 - 116 - DENOTES ROAD CENTERLINE OF PAUL
 - 117 - DENOTES ROAD CENTERLINE OF PAUL
 - 118 - DENOTES ROAD CENTERLINE OF PAUL
 - 119 - DENOTES ROAD CENTERLINE OF PAUL

C.O.P. PROJECT NO. R120040

50F6

DATE: 1/18/2024
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 SHEET NO.: 1
 TOTAL SHEETS: 1

FINAL PLAT

50F6

FINAL PLAT OF
"THE MEADOWS - PARCEL 4A"

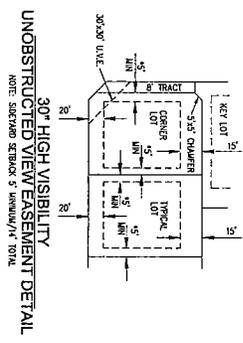
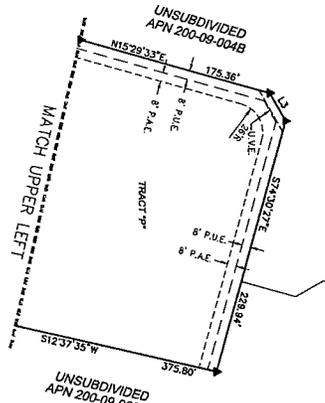
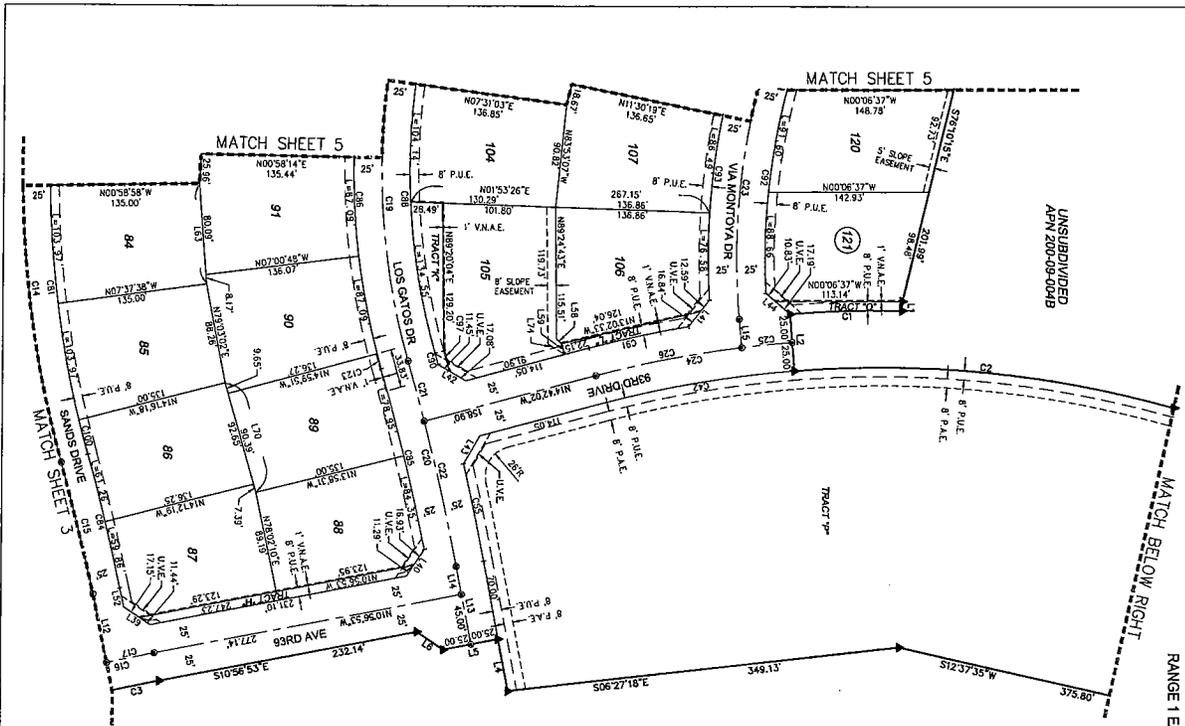
A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,

Cardno
Shepherding the Future

PHOENIX
6077 N 90TH ST, STE 350, SCOTTSDALE, AZ 85268

FINAL PLAT OF "THE MEADOWS - PARCEL 4A"

A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,
RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



SCALE 1"=50'

- LEGEND**
- M.C. - DENOTES MARICOPA COUNTY
 - C.O.P. - DENOTES CITY OF PEORIA
 - A.C. - DENOTES ALUMINUM CAP
 - S.P.E. - DENOTES SIGN POST/EASEMENT PER PERNA STD. DTL. PG-009
 - U.V. - DENOTES UNDERGROUND UTILITY
 - FD. - DENOTES FOUND
 - BC. - DENOTES BRASS CAP
 - M.O.D. - DENOTES MAP OF DEDICATION
 - P.A.E. - DENOTES PUBLIC ACCESS EASEMENT
 - P.V.E. - DENOTES PEORIA VALLEYLINE EASEMENT
 - P.U.E. - DENOTES PUBLIC UTILITY EASEMENT
 - V.A.E. - DENOTES VANDERLINE ACCESS EASEMENT
 - M.C.R. - DENOTES MARICOPA COUNTY RECORDER
 - R.S. - DENOTES REGISTERED LAND SURVEYOR
 - AK - DENOTES ASSESSOR'S PARCEL NUMBER
 - AK# - DENOTES ASSESSOR'S PARCEL NUMBER
 - - DENOTES FOUND MONUMENT AS NOTED
 - - DENOTES FOUND MONUMENT AS NOTED
 - ▲ - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH STREET INTERSECTIONS BY PLANNING CONTRACTOR PER M.A.C. STD. DTL. 120-1, TYPE 'B'.
 - ▲ - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 5/8" IRON ROD WITH CAS. R.L.S. No. 3650 PER M.A.C. STD. DTL. 120-1, TYPE 'C' UNLESS OTHERWISE NOTED.
 - DENOTES EASEMENT LINE AS NOTED
 - DENOTES EASEMENT LINE AS NOTED
 - DENOTES ROAD CENTERLINE
 - DENOTES ROAD CENTERLINE
 - DENOTES VEHICLE NOW ACCESS EASEMENT LINE
 - DENOTES VEHICLE NOW ACCESS EASEMENT LINE
 - DENOTES UN-OBSTRUCTED VIEW/EASEMENT LINE - ALL STREETS
 - DENOTES SIGHT DISTANCE EASEMENT LINE
 - DENOTES SECTION LINE

C.O.P. PROJECT NO. R120040

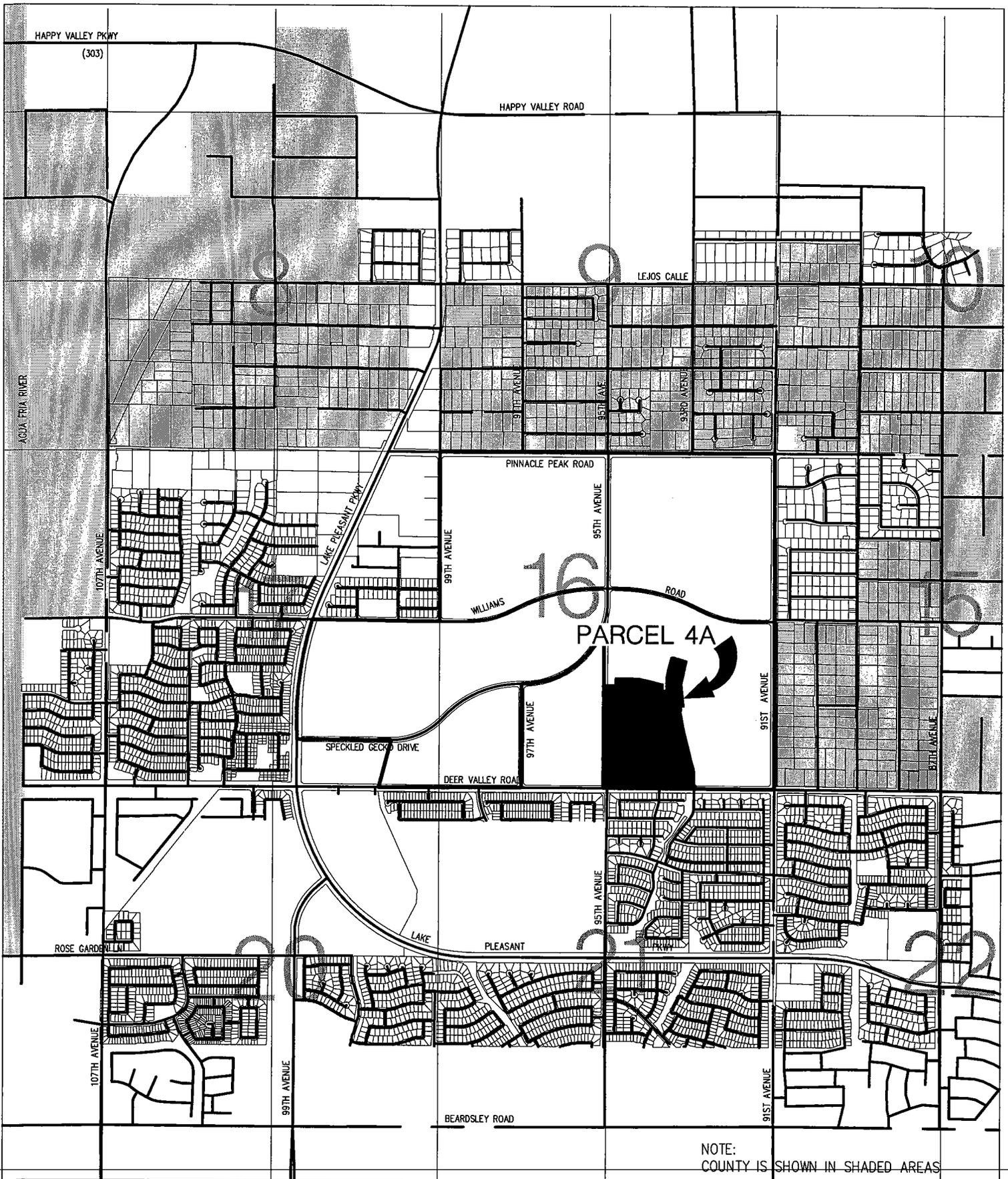
FINAL PLAT OF "THE MEADOWS - PARCEL 4A"

A PORTION OF THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH,



6 OF 6

DATE: 1/18/2024
 CHECKED: [Signature]
 DRAWN: [Signature]
 SCALE: 1"=50'
 SHEET NO.: 6 OF 6
 PROJECT NO.: R120040
 SHEET TITLE: FINAL PLAT



NOTE:
COUNTY IS SHOWN IN SHADED AREAS



PHOENIX
 9977 N 90TH ST, STE 350, SCOTTSDALE, AZ 85258
 TEL: (602) 977-8000 FAX: (602) 977-8099
 www.cardno.com
 PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

VICINITY MAP
 THE MEADOWS - PARCEL 4A

MERITAGE HOMES OF ARIZONA, INC.
 PEORIA, ARIZONA

PROJECT NO. 4129966.10

DATE: 11-26-12

BY: JBE

SCALE: NTS

EXHIBIT 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C

Date Prepared: November 28, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Replat, Lots 18, 19, 24-26, 28, 29, and Slope Easement Across Lots 7-11 and 14-16 of Vistancia Village A Parcel G2, Lone Mountain Road and Vistancia Boulevard (Project No. R050220A)

Purpose:

This is a request for City Council to approve a Replat of Lots 18, 19, 24-26, 28, 29, and Slope Easement Across Lots 7-11 and 14-16 of Vistancia Village A Parcel G2, located on Lone Mountain Road west of Vistancia Boulevard, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to make minor lot line revisions in order to accommodate the desired housing product. This Replat does not create any new lots. All internal roadways are private and will be maintained by the homeowners' association.

Previous Actions:

The Final Plat was approved by the City and recorded in January 2011.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not

approving the Replat will prevent the home builder from constructing the desired housing product.

B: The other option would be to formally approve the Replat and allow this the desired housing product to be constructed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

The acceptance of this Replat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

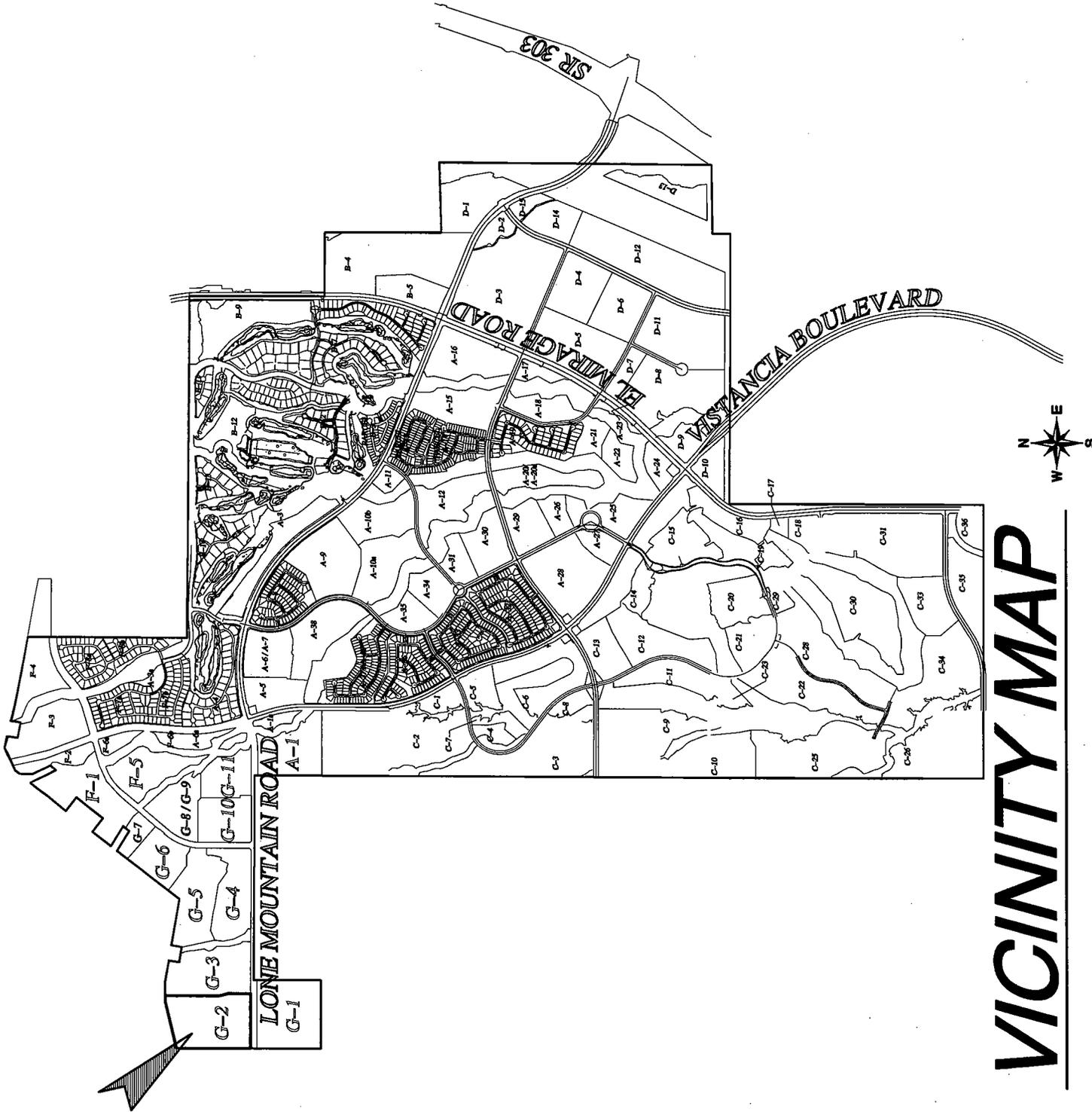
Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE, CFM: 623-773-7577

PARCEL G2



VICINITY MAP

N.T.S

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17R

Date Prepared: December 11, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, Interim City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Establishment of Term Length, Nominations, and Election of Vice Mayor

Purpose:

This is a request for City Council to discuss and possibly take action to establish term length, nominate, and elect a Vice Mayor.

Background/Summary:

Pursuant to Article II, Section 8 of the Peoria City Charter, the City Council shall designate one of its members as Vice Mayor, who shall serve in such capacity at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his/her absence or disability.

By a motion and vote of the City Council, Vice Mayors have previously been elected to serve either one or two-year terms. At the January 3, 2012 City Council meeting, Councilmember Ron Aames was elected Vice Mayor to a one-year term. An election for a new Vice Mayor and the establishment of term length is necessary.

The election of Vice Mayor is a two-tier process:

1. City Council will first establish the term length by a motion and vote.
2. Subsequently, the Presiding Officer will open the floor for nominations. The Presiding Officer will then state which Councilmembers have been nominated and instruct the City Clerk to explain the voting process to City Council.

Previous Actions:

This is an annual or biannual action taken by City Council pursuant to City Charter.

Options:

- A:** Establish the length of term for Vice Mayor as one year.
- B.** Establish the length of term for Vice Mayor as two years.

Staff's Recommendation:

Staff recommends that the City Council establish term length, nominate, and elect a Vice Mayor.

Fiscal Analysis:

There is no fiscal impact related to the election of the Vice Mayor.

Narrative:

Elected Vice Mayor will serve in the manner prescribed in Article II, Section 8 of the Peoria City Charter.

Exhibit(s): Procedure for the Establishment of Term, Nominations, and Election for Vice Mayor and Mayor Pro Tem

Contact Name and Number: Rhonda Geriminsky, 623-773-7340

PROCEDURES FOR THE ESTABLISHMENT OF NOMINATIONS AND ELECTIONS FOR VICE MAYOR AND MAYOR PRO TEM

Election of the Vice Mayor

1. Presiding Officer will announce the floor is open for nominations for the position of Vice Mayor. No second is required for nominations and a Councilmember can nominate themselves.
2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.
 - A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.
 - B. If there is more than one nomination for the position of Vice Mayor, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Vice Mayor.

Election of Mayor Pro Tem

1. The Presiding Officer will announce the floor is open for nominations for the position of Mayor Pro Tem. No second is required for nominations and a Councilmember can nominate themselves.
2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.
 - A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.
 - C. If there is more than one nomination for the position of Mayor Pro Tem, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Mayor Pro Tem.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18R

Date Prepared: December 11, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, Interim City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Establishment of Term, Nomination and Election of Mayor Pro Tem

Purpose:

This is a request for City Council to discuss and possibly take action to establish term length, nominate, and elect a Mayor Pro Tem.

Background/Summary:

Historically Mayors Pro Tem have been elected in the same manner as the Vice Mayor with a motion and vote of the City Council and elected to serve either one or two-year terms. At the January 3, 2012 City Council meeting, Councilmember Tony Rivero was elected Mayor Pro Tem to a one-year term.

The election of Mayor Pro Tem is a two-tier process:

1. City Council will first establish the term length by a motion and vote.
2. Subsequently the Presiding Officer will open the floor for nominations. The Presiding Officer will then state which Councilmembers have been nominated and instruct the City Clerk to explain the voting process to City Council.

Previous Actions:

Since 2008 Mayors Pro Tem have been elected in the same manner as the Vice Mayor.

Options:

- A:** Establish the length of term for Mayor Pro Tem, for one year.
B: Establish the length of term for Mayor Pro Tem, for two years.

Staff's Recommendation:

Staff recommends that City Council establish term length, nominate, and elect a Mayor Pro Tem.

Fiscal Analysis:

There is no fiscal impact related to the election of the Mayor Pro Tem.

Narrative:

Elected Mayor Pro Tem will serve in the manner prescribed in Chapter 2, Section 2-17 of the Peoria City Code.

Exhibit(s): Procedure for the Establishment of Term, Nominations, and Election for Vice Mayor and Mayor Pro Tem

Contact Name and Number: Rhonda Geriminsky, 623-773-7340

PROCEDURES FOR THE ESTABLISHMENT OF NOMINATIONS AND ELECTIONS FOR VICE MAYOR AND MAYOR PRO TEM

Election of the Vice Mayor

1. Presiding Officer will announce the floor is open for nominations for the position of Vice Mayor. No second is required for nominations and a Councilmember can nominate themselves.
2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.
 - A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.
 - B. If there is more than one nomination for the position of Vice Mayor, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Vice Mayor.

Election of Mayor Pro Tem

1. The Presiding Officer will announce the floor is open for nominations for the position of Mayor Pro Tem. No second is required for nominations and a Councilmember can nominate themselves.
2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.
 - A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.
 - C. If there is more than one nomination for the position of Mayor Pro Tem, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Mayor Pro Tem.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19R

Date Prepared: 12/18/12

Council Meeting Date: 01/08/13

TO: City Council

FROM: Bob Barrett, Mayor

SUBJECT: Council Subcommittee Appointments

Purpose:

This is a request for Council to consent to the appointments which I have made to the city council subcommittees.

Background/Summary:

The City Council has adopted a policy creating Council Subcommittees. Pursuant to this policy, the mayor is to select city council members for appointments to each committee. After the Mayor selects the members of each subcommittee, the selections are submitted to the Council for their consent.

In accordance with the adopted council policy, I have asked each council member to submit their requests for assignment to the subcommittees. I have received these requests.

Attached are four resolutions one for each of the subcommittees with the respective appointments. Should an appointment not be consented to, it will be deleted from the resolution and will be filled in a subsequent meeting.

Previous Actions:

The City Council reduced the number of subcommittees from six to four and consolidated four previous subcommittees on March 6, 2012.

The City Council adopted Council Policy 1-10 on September 20, 2011.

The City Council discussed Council Subcommittees at a study session on June 14, 2011. Staff sent a packet of information to Council on August 3rd with alternatives. Council met in study sessions on August 23rd, September 6th and September 13th to discuss the policy and work through the issues.

Options:

A: Determine whether to consent to the appointments by the Mayor to City Council Subcommittees.

Exhibits:

Exhibit 1: Resolution on Appointments to the City Council Subcommittee on Community Culture and Public Safety.

Exhibit 2: Resolution on Appointments to the City Council Subcommittee on Sustainable Development and Public Services.

Contact Name and Number:

Bob Barrett, 623-773-7368

RESOLUTION No. 2013-09

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON COMMUNITY CULTURE AND PUBLIC SAFETY AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Community Culture and Public Safety. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2014; and

WHEREAS, the Mayor has reviewed the requests of Council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Community Culture and Public Safety.

Councilmember Cathy Carlat
Councilmember Jon Edwards
Councilmember Carlo Leone

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Community Culture and Public Safety.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria,

Resolution No. 2013-09
January 8, 2013
Page 2 of 2

Arizona of the following members of the City Council Subcommittee on Community Culture and Public Safety:

City Council Subcommittee on Community Culture and Public Safety.

Councilmember Cathy Carlat
Councilmember Jon Edwards
Councilmember Carlo Leone

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2013-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON GENERAL GOVERNMENT AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on General Government. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2014; and

WHEREAS, the Mayor has reviewed the requests of Council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on General Government.

Councilmember Ron Aames
Councilmember Bill Patena
Councilmember Tony Rivero

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on General Government.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on General Government:

Resolution No. 2013-10
January 8, 2013
Page 2 of 2

City Council Subcommittee on General Government.

Councilmember Ron Aames
Councilmember Bill Patena
Councilmember Tony Rivero

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2013-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON POLICY AND APPOINTMENTS AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Policy and Appointments. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2014; and

WHEREAS, the Mayor has reviewed the requests of Council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Policy and Appointments.

Councilmember Cathy Carlat
Councilmember Carlo Leone
Councilmember Bill Patena

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Policy and Appointments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Policy and Appointments:

Resolution No. 2013-11
January 8, 2013
Page 2 of 2

City Council Subcommittee on Policy and Appointments.

Councilmember Cathy Carlat
Councilmember Carlo Leone
Councilmember Bill Patena

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2013-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON SUSTAINABLE DEVELOPMENT AND PUBLIC SERVICES AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Sustainable Development and Public Services. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2014; and

WHEREAS, the Mayor has reviewed the requests of Council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Sustainable Development and Public Services.

Councilmember Ron Aames
Councilmember Jon Edwards
Councilmember Tony Rivero

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Sustainable Development and Public Services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria,

Resolution No. 2013-12
January 8, 2013
Page 2 of 2

Arizona of the following members of the City Council Subcommittee on Sustainable Development and Public Services:

City Council Subcommittee on Sustainable Development and Public Services.

Councilmember Ron Aames
Councilmember Jon Edwards
Councilmember Tony Rivero

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 8th day of January, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20R

Date Prepared: December 10, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
FOR: Bobby Ruiz, Fire Chief
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Real Estate Purchase, Fire Maintenance Building

Purpose:

This is a request for City Council to authorize the acquisition of an industrial building located at 8557 North 78th Avenue to be used for the maintenance of fire vehicles and equipment.

Background/Summary:

For several years the Fire Department has been maintaining fire vehicles and equipment out of Fire Station 191 located at 8065 West Peoria Avenue. It had been anticipated that the Fire Department would build a new facility in the vicinity of Fire Station 195 on Lake Pleasant Parkway. For a number of reasons, including the reluctance of the property owner to sell the property and the distance from this site to other stations and suppliers, this site is no longer considered the best option for a maintenance facility.

The industrial building located at 8557 North 78th Avenue was formerly used for the construction and maintenance of fire safety vehicles. When the property was offered for sale, the Fire Department began looking at the building and considering the possibility of purchasing it rather than building a new facility. The building was constructed in 1986 and was designed for the maintenance of high profile fire vehicles. The site contains a total of approximately 1.2 acres of land. There is a large fenced yard in the back with three gated accesses. This secured yard will be valuable for the storage of emergency response vehicles.

The property was listed for sale at \$1,200,000. Over the course of our negotiations and based on the appraisal of the property that included special features that the Fire Department will need to do maintenance on all of our fire related vehicles, we have entered into an agreement, subject to City Council approval, to pay \$1,050,000 for the property.

Previous Actions:

- Members of the Fire Department, Building Safety and Facilities have conducted numerous inspections of the building. There are items that will need to be updated or replaced and fire sprinklers will need to be installed. The estimated cost of these items is approximately \$400,000.
- The property was appraised as a Value in Use Property that took into consideration features that are specific to this type of building, including thickened floor slabs, oversized rollup doors, 20 foot clear height ceilings and a Fire Hose Pressure Test Apparatus with a 7,000 gallon underground reservoir. The Value in Use Appraisal came in at \$968,000.00.
- A Phase 1 Environmental Assessment has been completed on the property and there was no indication of environmental issues that would require further investigation.

Options:

- A:** Approve the purchase of this industrial building for use by the Fire Department for the maintenance and storage of Fire related vehicles and equipment.
- B:** Opt not to purchase the property and continue to maintain vehicles and equipment out of Fire Station 191 until we can buy the land and build a new facility for this purpose. The estimated cost of this option far exceeds the cost to purchase and upgrade the proposed building.

Staff's Recommendation:

Staff recommends the City Council authorize the acquisition of this building and authorize the City Manager to execute the attached Purchase Contract and any other documents necessary to complete the transaction. In addition, staff recommends the City Council approve a budget transfer within the Fire Support Services Facility project in the amount of \$56,400 from the construction account (4240-4240-540500-CIPPS-FD00101) to the land account (4240-4240-540000-CIPPS-FD00101).

Fiscal Analysis:

The purchase price of the industrial building is \$1,050,000 plus typical closing costs estimated to be \$1,000. The purpose of the recommended budget transfer is to move the amount needed for the acquisition of the building to the appropriate account; this action will not increase the original Council-approved budget for this project. This will leave approximately \$650,000 in the project budget for renovation of the building and purchase of needed equipment.

Narrative:

Upon execution of the purchase contract the City will close escrow and the Fire Department will be able to do the work necessary to utilize the building for their purposes.

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Exhibit 3: Purchase Contract

Contact Name and Number: Kris Luna, Sr. Real Property Administrator (623) 773-7199



NOT TO SCALE



LEGEND



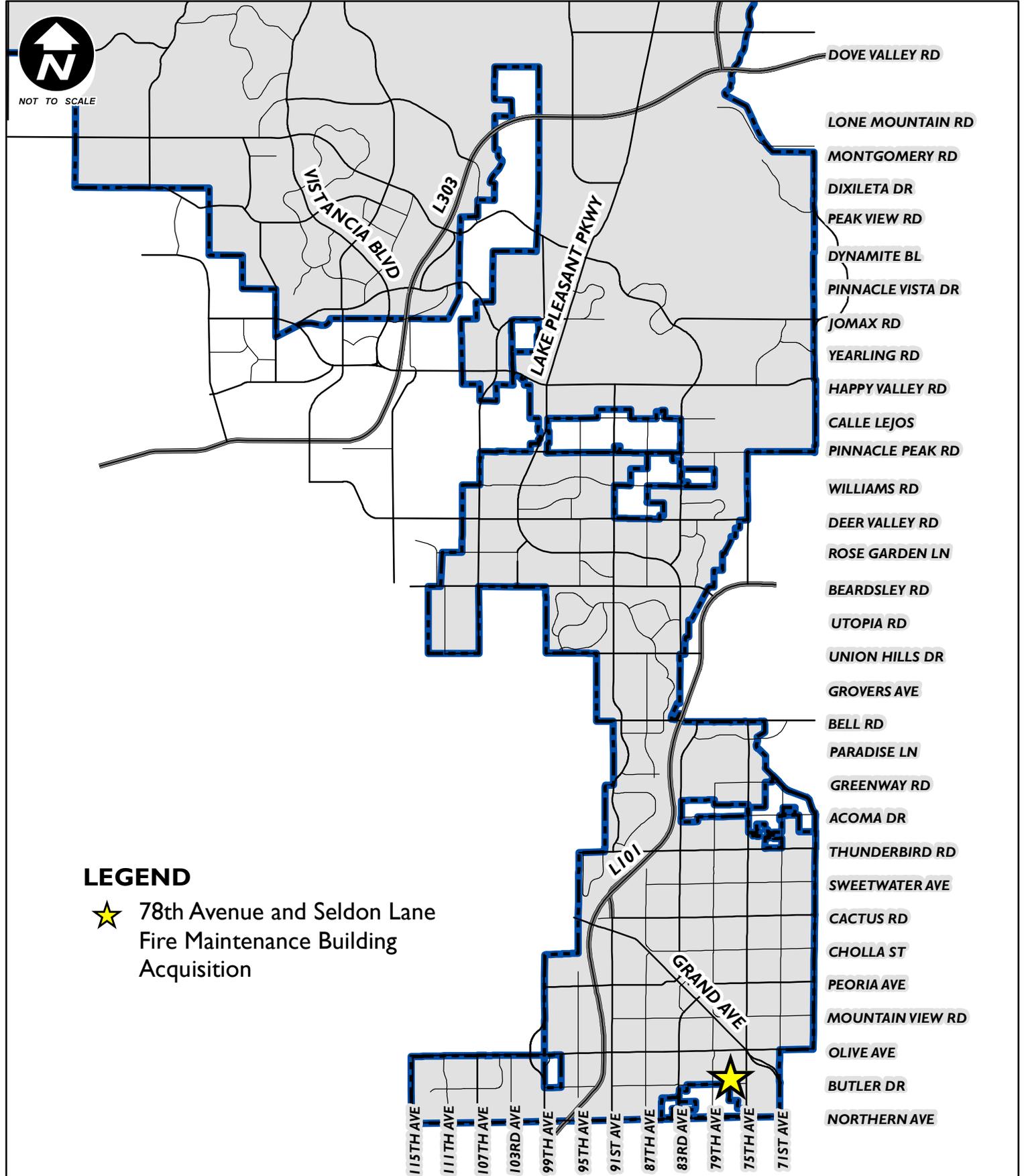
Acquisition



NOTE:
This Map is based on imprecise
source data, subject to change and
FOR GENERAL REFERENCE ONLY.



NOT TO SCALE



LEGEND

- ★ 78th Avenue and Seldon Lane
Fire Maintenance Building
Acquisition

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

- 115TH AVE
- 111TH AVE
- 107TH AVE
- 103RD AVE
- 99TH AVE
- 95TH AVE
- 91ST AVE
- 87TH AVE
- 83RD AVE
- 79TH AVE
- 75TH AVE
- 71ST AVE

When recorded mail to:

**City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345**

**PURCHASE AGREEMENT AND
ADDITIONAL TERMS TO ESCROW INSTRUCTIONS**

SELLER: Aloha Investments, an Arizona corporation

BUYER: CITY OF PEORIA, an Arizona municipal
corporation

ESCROW AGENT: Sharon Dyke
Empire West Title

ESCROW NUMBER: 15844EW

LOCATION: 8557 N. 78th Avenue
Peoria, AZ 85345

1. Binding Agreement. These Additional Terms shall be deemed a part of the printed form Escrow Instructions ("Escrow Instructions") to which they are attached and shall be construed together with the Escrow Instructions as a single document ("collectively referred to as the "Agreement"); in the event of any inconsistency between any provision in these Additional Terms and any provision in the Escrow Instructions, the provision in these Additional Terms shall prevail. Upon the execution of the Escrow Instructions and these Additional Terms by Seller and Buyer, it shall constitute a binding contract between Seller and Buyer for the purchase and sale of the real property, legally described on Exhibit A attached hereto. This Agreement will be executed by the City Manager upon approval of the purchase by the City of Peoria City Council.

2. Acceptance, Opening and Close of Escrow. The offer represented by this Agreement shall be deemed accepted upon Seller's execution and delivery of a counterpart of this Agreement to Escrow Agent on or before December 10, 2012. Escrow shall be opened when one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to hereinabove ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing") shall take place on or before January 24, 2013, and shall automatically terminate without any further notices, three business days later. At or before Closing, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in escrow on or before 5:00 p.m. Mountain Standard Time on the Closing date.

3. Title Insurance; Conveyance of Title.

(a) The Real Property, including all rights and privileges appurtenant to or arising from the Real Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's Special Warranty Deed (the "Deed"), warranting title to the Real Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 8(a) of this Agreement. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price; the cost of such title policy shall be paid by Seller, the cost of any extended coverage policy shall be paid by Buyer.

4. Possession. Upon Close of Escrow, Seller shall vacate the Real Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Real Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Real Property shall be \$1,050,000.00 for the property payable on or before the Close of Escrow.

6. [Intentionally Left Blank.]

7. Closing; Fees, Taxes, and Assessments; Costs.

the printed form Escrow Instructions ("Escrow Instructions") to which they are attached and shall be construed together with the Escrow Instructions as a single document ("collectively referred to as the "Agreement"); in the event of any inconsistency between any provision in these Additional Terms and any provision in the Escrow Instructions, the provision in these Additional Terms shall prevail. Upon the execution of the Escrow Instructions and these Additional Terms by Seller and Buyer, it shall constitute a binding contract between Seller and Buyer for the purchase and sale of the real property, legally described on Exhibit A attached hereto. This Agreement will be executed by the City Manager upon approval of the purchase by the City of Peoria City Council.

2. Acceptance, Opening and Close of Escrow. The offer represented by this Agreement shall be deemed accepted upon Seller's execution and delivery of a counterpart of this Agreement to Escrow Agent on or before December 10, 2012. Escrow shall be opened when one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to hereinabove ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing") shall take place on or before January 24, 2013, and shall automatically terminate without any further notices, three business days later. At or before Closing, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in escrow on or before 5:00 p.m. Mountain Standard Time on the Closing date.

3. Title Insurance; Conveyance of Title.

(a) The Real Property, including all rights and privileges appurtenant to or arising from the Real Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's Special Warranty Deed (the "Deed"), warranting title to the Real Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 8(a) of this Agreement. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price; the cost of such title policy shall be paid by Seller, the cost of any extended coverage policy shall be paid by Buyer.

4. Possession. Upon Close of Escrow, Seller shall vacate the Real Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Real Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Real Property shall be \$1,050,000.00 for the property payable on or before the Close of Escrow.

6. [Intentionally Left Blank.]

7. Closing; Fees, Taxes, and Assessments; Costs.

BR

(a) At Close of Escrow, Escrow Agent shall, at the Seller's expense issue its Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to Real Property, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Title Report and which are not objected to or are waived in the manner described in said Schedule B, and any other matters approved in writing by Buyer. In the event Buyer desires an ALTA Extended Policy the additional cost shall be borne by Buyer.

(b) At Close of Escrow, the recording fees with respect to the Affidavit of Value and the Escrow fees shall be shared equally by the Seller and the Buyer. All non-delinquent real property taxes shall be paid by Seller as of Close of Escrow based upon the most recent assessments.

(c) At Close of Escrow, Seller shall deliver the Deeds, an Affidavit of Real Property Valuation, a Non-Foreign Person Affidavit, and each and every document, agreement, and/or instrument required by Escrow Agent in connection with the Closing.

(d) At Close of Escrow, Buyer shall deliver the Purchase Price, all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument required by Escrow Agent in connection with the Closing.

8. Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(a) Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Real Property (the "Commitment"), disclosing all matters of record and Escrow Agent's requirements for both closing the escrow created by this Agreement and issuing the policy of title insurance described in Section 3 of these Additional Terms (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy). Buyer shall have five (5) days after receipt of the Commitment to object in writing to any matter shown in the Commitment. If Buyer fails to object within the five (5) day period, the condition of title to the Real Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller shall attempt, in good faith and using due diligence, to remove such objection before Close of Escrow. If any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer, in writing, and Buyer shall elect within five (5) days after receipt of Seller's notice to either: (i) cancel this Agreement, or (ii) close escrow waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection.

(b) [Reserved.]

(c) Investigation. Buyer shall have seven (7) days from the Opening of Escrow (the "Investigation Period") to conduct such other tests and investigations, other than those described in paragraphs (a) and (b) above, as Buyer deems material to its determination

whether the Real Property is suitable for Buyer's purposes. Seller shall permit access to the Real Property by Buyer to inspect and perform any such tests during the Investigation Period. Buyer agrees to indemnify, pay, defend, and hold harmless Seller from all claims and liabilities for personal injury or physical property damage, or mechanics' or materialmen's liens, which may be asserted against Seller as a result of any entry by Buyer, its agents, or designees onto the Real Property. Buyer shall, in good faith, conduct all such inspections, investigations, and tests and be responsible for returning the Real Property to substantially the condition in which it was prior to the time of any entry. In the event Buyer fails to notify Seller by the conclusion of the Investigation Period that the Real Property or any part thereof is not suitable for its purposes, then Buyer shall be deemed to have accepted the Real Property and waived any objections relating to matters within the scope of this paragraph (c). In the event Buyer does so notify Seller, however, Seller shall undertake to remediate such conditions to Seller's reasonable satisfaction or to terminate this Agreement, whereupon Buyer and Seller shall have no further obligations hereunder, other than liabilities or obligations arising under the indemnity provisions of Section 18.

9. Information; Limitation on Liability. Buyer acknowledges that any tax information, engineering data, soil reports, or other information of any kind or nature relating to the Real Property which Buyer has received or may receive from Seller or its agents, is furnished on the express condition that Buyer shall make its own verification of the accuracy of the information. Buyer agrees that it shall not attempt to assert any liability against Seller by reason of Seller's having furnished such information or by reason of any such information being incorrect or inaccurate in any respect, and Buyer does hereby covenant and agree to defend, pay, indemnify, and hold Seller harmless from and against any and all such claims of liability by any person or entity.

10. No Warranties. Buyer agrees that the Real Property shall be purchased in an "as-is" condition, with no representation or warranty of any type or nature being made by Seller. Seller makes no warranty as to the sufficiency of the Real Property for Buyer's purposes or any purpose whatsoever, the physical condition of the Real Property or any work or improvements which might be required for any reason whatsoever, the square footage or acreage contained within the Real Property, the sufficiency or completeness of any plans for the Real Property, plats, zoning, or other development items relating to the Real Property, or as to any improvements on the Real Property, except as expressly set forth elsewhere in this Agreement.

11. Seller's Warranties.

(a) Seller's Authority. Seller has full power and authority to enter into and perform under this Agreement in accordance with its terms. Upon execution of this Agreement this Agreement shall be binding and enforceable on Seller.

(b) Other Leases or Agreements. To Seller's knowledge and without due inquiry, there are no unrecorded leases or other agreements which may affect Buyer's ability to take title to or possession of the Real Property.

12. Water Rights. At Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto Buyer, without warranty of

SR

any kind, all of the grandfathered water rights, if any, with respect to the Real Property.

13. Buyer's Representations and Warranties. Buyer warrants, represents, and covenants (with the understanding that Seller is relying on said warranties, representations, and covenants) that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Buyer acknowledges that consummation of this transaction shall constitute its acknowledgment that it has independently inspected and investigated the Real Property and has made and entered into this Agreement based upon such inspection and investigation of the condition of the Real Property, and Seller is hereby released from all responsibility regarding the condition of the Real Property. Buyer agrees to accept the Real Property in its present condition "AS IS", subject only to the specific warranties, if any, set forth in this Agreement.

14. Brokerage. Seller and Buyer agree as follows:

(a) Mutual Warranties. Seller is represented by Capital Realty Advisors, LLC (Jim Ryder). Buyer is represented by CBRE (Mitch Stravitz). Seller agrees to pay a commission equal to six percent (6%) of the gross sales price at and through close of escrow to be split 50/50 between Capital Realty Advisors, LLC and CBRE from Seller's proceeds.

(b) Indemnity and Hold Harmless. The Seller will be responsible for any Brokerage fees associated with this transaction. If any person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with the Real Property, the party under whom the finder or broker is claiming shall defend, protest, indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claims.

(c) Survival. The provisions of this Paragraph 14 shall survive Close of Escrow (but not the termination) of this Purchase Agreement.

15. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law, in equity, or as provided in this Agreement.

16. No Assumption of Seller's Liabilities. Buyer is acquiring only the Real Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller or relating in any way to the Real Property.

17. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Real Property prior to Close of Escrow, Buyer shall

have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent in which event there shall be returned to Buyer the Earnest Money, if any and all interest thereon, all documents shall be returned to the party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever.

18. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and they hereby do, indemnify and agree to pay, defend, and hold harmless Buyer from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Seller pertaining in any manner to the Real Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Real Property: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold harmless Seller from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

19. Remedies.

(a) In the event of default by Buyer, Seller's sole remedy shall be to cancel this Agreement. Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default.

(b) In the event of default by Seller, Buyer may cancel this Agreement by written notice to Seller and Escrow Agent together with all other documents Buyer has deposited with Escrow Agent in connection with this escrow, in which case Buyer and Seller shall have no other rights or obligations under this Agreement.

20. Notices. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Sellers:

Aloha Investments, Inc.
C/O
Capital Realty Advisors, LLC
Jim Ryder
2575 E. Camelback Road, Suite 450
Phoenix, AZ 85016
480-563-1000
jim@capitalaz.com

JK

To Buyer: Kristine Luna
Real Property Administrator
City of Peoria
9875 North 85th Ave
Peoria, Arizona 85345

With a copy to
Buyer's counsel: Stephen M. Kemp, City Attorney
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to
Buyer's Broker: Mitch Stravitz, CBRE
2415 E. Camelback Road
Phoenix, AZ 85016
602 735-1753
Mitchell.stravitz@cbre.com

To Escrow Agent: Sharon Dyke
Empire Title
4808 North 22nd Street, Suite 100
Phoenix, AZ 85016

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing.

21. Attorneys' Fees. In the event suit is brought or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, reimbursement for reasonable attorneys' fees and court costs.

22. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

23. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

24. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

25. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

26. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the

JR

State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

27. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

28. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

29. Counterparts. This Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

30. Special Variations From Escrow Instructions. Notwithstanding anything in the Escrow Instructions to the contrary: (i) Seller shall pay, in full and at Closing, any existing improvement lien assessments on or relating to the Real Property unless otherwise agreed by the parties; and (ii) Escrow Agent shall pro-rate taxes on the basis of the latest available tax statement.

31. Date of Agreement. The date of this Agreement (and the date of opening of Escrow) shall for all purposes be the date of the signature of the last party to sign this Agreement.

32. Time of Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

33. Construction/Interpretation. The captions and section headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

34. Foreign Tax Withholdings. Seller shall provide to Buyer and Escrow Agent at Closing appropriate affidavits stating that it is not a foreign person and that no withholding is required pursuant to Internal Revenue Code § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows or has reason to know that they are false, Escrow Agent is hereby irrevocably authorized and directed to withhold 10% of Seller's proceeds of the purchase price pursuant to Code § 1445.

35. Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

36. Offer. Upon execution by Buyer and delivery to Seller, this Agreement

JR

SR - shall constitute the offer of Buyer to purchase the Real Property on the terms and conditions set forth herein. This offer shall be open to acceptance by Seller (by Seller's executing and delivering a copy of this Agreement to Buyer and to Escrow Agent) on or before the close of business on December 16, 2012. In the event that this condition is not complied with on or before the close of business on the date specified, this offer shall terminate and shall be self-revoking without further action on behalf of Buyer. In addition, and without limiting the foregoing, Buyer reserves the right to revoke this offer, upon written notice to Seller, at any time before this offer is accepted by Seller.

37. Personal Property. Personal property including a crane, an air compressor and the test pit monitor will be included in the purchase price of the Real Property subject to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

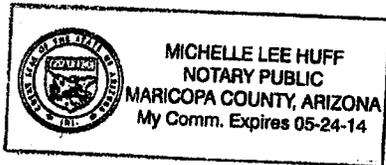
SELLER: Aloha Investments, an Arizona corporation

By _____
Date: 12/11/12

By _____
Date: _____

STATE OF ARIZONA)
County of Maricopa) ss.
)

The foregoing instrument was acknowledged before me this 11 day of December, 2012 by Garry Roberts.



Michelle Lee Huff
Notary Public

My Commission Expires:
May 24, 2014

SR

EXHIBIT "A"

Lots 54 and 55, PEORIA INDUSTRIAL PARK, according to the plat of record in the office of the Maricopa County Recorder, In Book 232 of Maps, Page 27.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21R

Date Prepared: December 5, 2012

Council Meeting Date: January 8, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Award for Building Plan Review and Inspection Services,
Solicitation #P13-0033

Purpose:

Authorize the City Manager to enter into a term contract with Willdan Engineering to provide building plan review and inspection services (plus equipment) on an as-needed basis for the Economic Development Services (EDS) Department. The term contract is for an initial 1 year period with the option to extend for four (4) 1 year extensions.

Background/Summary:

The purpose of the this council action is to provide additional building plan review and inspection capacity for the EDS Department to meet current workload volume. Over the last several months, the greater Phoenix region has experienced a new strength in the real estate market. Higher absorption rates in the housing and commercial markets suggest a more stable outlook to these sectors. This is further bolstered by recent upticks in residential and commercial construction. Regional economic analysts are suggesting that the new home market will continue to grow over the next few years. The same is true for commercial activity, where vacancy rates in the retail and office markets are continuing to decline.

Locally, the Peoria market has experienced this upsurge in activity. Over the last six months, single family residential permits have jumped appreciably. Single family residential permit activity has seen a 58% increase over the last six months, as compared to the previous six months. Moreover commercial construction is exceeding expectations, with almost 700,000 square feet of new development expected in the next several months, compared to the 80,000 square feet of commercial development projected in the fall of 2012.

Recently, City staff has reached out to the development community to gauge trends for the Peoria area. Based on industry feedback during stakeholder meetings conducted on August 15 and 21, 2012, City staff is projecting that heightened development activity will continue well into the foreseeable future. With reduced staff levels in the Building Development division of the Economic Development Services Department (EDS), resulting from several years of budget

reductions, and increased activity in residential and commercial development, work volume is beginning to exceed workload capacity.

Based on these market conditions, the Building Development division is experiencing some stress in meeting its service level targets. Key employees supporting plan review, permitting and inspection services are all experiencing a high volume of workload, and concerns persist about the impact on turnaround times. For the building community, such delays can result in key subcontractor and material scheduling delays.

Economic Development Services is recommending the use of General Fund Reserves as one-time funding for a building safety consultant contract with Willdan Engineering to provide building plan review and inspection services on an as-needed basis for the Economic Development Services Department. One-time funding in the amount of \$117,800, for a Building Inspector and a Plans Examiner has been identified for a six month period (January 2013-June 2013) to assist staff with excess capacity. An additional \$4,485 has been identified to cover equipment costs for the temporary positions for a total amount of \$122,285.

Previous Actions:

Stakeholder meetings were held on August 15 and August 21, 2012 to discuss these items:

- Levels of customer service and expectations from the development community
- City of Peoria service approach should development activity continue
- Permit fees – policy, implementation, and impact on service delivery

This subject was presented as part of the City Manager’s Report on August 21, 2012 and on September 4th, 2012, when we obtained approval from council to issue a request for proposal (RFP) for consulting services to provide building plan review and inspection services. The RFP was issued and Willdan Engineering was selected for contract award.

Options:

- A.** Approve a budget transfer and enter into a term contract with Willdan to provide building plan review and inspection services (plus equipment) on an as-needed basis for the Economic Development Services Department; or
- B.** Take no additional staffing action resulting in reduction in service levels to customers.

Staff’s Recommendation:

Authorize City Manager to enter into a professional services contract with Willdan. Staff recommends that the City Council approve a budget transfer in the amount of \$117,800 one-time funding from General Fund Reserves contingency (1000-0300-570000) to Building Development Other Professional Services (1000-0650-520099) and approve a budget transfer in the amount of \$4,485 one-time funding from General Fund Reserves contingency (1000-0300-570000) to Building Development Computer Software account (1000-0650-525008).

Fiscal Analysis:

Funding for this contract has been identified from the use of FY 2013 general fund reserves. If the professional services contract and the associated budget transfer are approved, payments to the contract services will be made from the Building Development Other Professional Services Account 1000-0650-520099 and equipment will be paid from Building Development Computer Software Support & Maintenance account 1000-0650-525008.

Exhibits: Willdan Contract

Contact Name and Number: Dennis Marks 623-773-7232



DOCUMENT ROUTING AND APPROVAL

New/Renewing Contract **Amendment** **Grant** **Other**

Department: Economic Development

Project Manager: Dennis Marks

Project Name: Plan Review and Building Inspection Services

Phone: Lisa Houg, ext. 7191

Vendor/Consultant/Contractor: Willdan Engineering

CIP#:

Purchasing Job Number(if applicable): P13-0033

Budget Account # (if applicable):

Contract Term – Beginning Date: 1/10/2013

Ending Date: 1/19/2014

Nature or Scope of Contract: Plan Review and Building Inspection Services

A. This document amount:	\$ TBD
B. Total of all previously executed Contracts for this Project:	\$
C. Pending or anticipated future contracts/costs for this project:	\$
D. Total anticipated project costs (A+B+C):	\$
E. Total Project Budget:	\$
F. Additional Funds needed (D-E):	\$

Explanation: COUNCIL AGENDA – JANUARY 8, 2013. Exceptions to Terms and Conditions reviewed and approved by Cheryl Boswell.

Special Instructions: Please return the original signed copy to Lisa Houg, Materials Management.

Standard City Contract (No Changes)

ROUTING SEQUENCE (please initial and then forward)

Notes: Please allow four working days for routing and execution.

Materials Management	By: _____	Date: _____
Risk Management	By: _____	Date: _____
City Attorney	By: _____	Date: _____
City Manager:	By: _____	Date: _____
City Clerk:	By: _____	Date: _____
Department Head	By: _____	Date: _____
Submitted to Originator:	_____	Official Files: _____
ACON _____	LCON _____	RECORDATION # _____



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P13-0033**
 Materials and/or Services: **Plan Review and Building Inspection Services**
 Project No: **NA**

Proposal Due Date: **November 13, 2012**
 Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Phone: (602) 395-7531 Fax: (602) 870-7601

Name: Grant I Anderson PE, Vice President

Email: [REDACTED]

Willdan Engineering

Company Name

Authorized Signature for Offer

1440 East Missouri Avenue, Ste C170

Address

Grant I. Anderson

Printed Name

Phoenix

Arizona

85014

Principal Project Manager

City

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City of Peoria, Arizona. Effective Date: _____

City Clerk

Approved as to form:

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date _____

City Seal

Copyright 2003 City of Peoria, Arizona

Official File: _____

Carl Swenson, City Manager



City of Peoria

**FINANCE DEPARTMENT
MATERIALS MANAGEMENT**

9875 North 85th Avenue
Peoria, Arizona 85345

MAIL 8401 West Monroe Street

T 623.773.7115

F 623.773.7118

materialsmanagement@peoriaaz.gov

December 5, 2012

Roger Brooks
Principal Project Manager
Willdan Engineering
1440 E. Missouri Ave, Ste C170
Phoenix, AZ 85014

RE: P13-0033, Plan Review & Building Inspection Services

Dear Mr. Brooks:

The exceptions to the City of Peoria Terms and Conditions as noted in your RFP response, page 9, to the above reference RFP are acceptable to the City.

If you have any questions, please feel free to contact me at 623-773-7191 or email me at Lisa.Houg@peoriaaz.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Houg".

Lisa Houg, CPPB
Contract Officer



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0033

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Plan Review and Building Inspection Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Method of Approach.
 - b. Staff Capabilities and Assignments.
 - c. Firm Experience.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposal.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0033

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Document Ownership:** Original design notes, and original tracings of the plans, as instruments of service shall remain the property of the Contractor. The Contractor shall provide the City with duplicate reproducibles of original tracings on stable base (mylar) material, and two (2) sets of prints of the final tracings, without cost to the City. Final as-built plans will be on 4 mil, 24 x 36" double matte non-wash off photo mylar with no adhesive or sticky back attached. Original field notes (survey) and copy of design calculations and computer disc of the same shall be provided to the City.
19. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
20. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
21. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
22. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P13-0033**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

24. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0033

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

25. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

26. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

27. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0033

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
29. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
30. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0033

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

35. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P13-0033**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

37. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>



SCOPE OF WORK

Solicitation Number: P13-0033

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PURPOSE

The City of Peoria is interested in contracting for Plan Review and Building Inspection Services, both positions are needed for a variety of projects. Proposals shall be submitted for one or both positions. If submitting for both positions, please submit separate responses.

2. REQUIREMENTS

- a. The Contractor shall supply professional personnel to the City of Peoria offices located at 9875 N. 85th Avenue in Peoria, Arizona. All work shall be performed strictly on a contract basis throughout the term of the contract. The city's preference is to secure the same personnel throughout the term of the contract.
- b. The Contractor shall perform no less than two (2) reference checks on any employee assigned to work at the City of Peoria.
- c. The Contractor shall provide the City with a copy of the Department of Motor Vehicles Driver's License Report on any employee assigned to work at the City of Peoria.
- e. The City reserves the right to add and delete positions as the need arises.
- d. The proposal shall include the method of testing used for the positions requested.
- e. The Contractor shall not solicit plan review or inspection help referencing the City of Peoria as the site location.

3. BUILDING INSPECTION SERVICES

A. SCOPE OF WORK

The Contractor shall supply professional Building Inspection personnel to perform a variety of building inspection duties at various stages of construction including alterations, additions, repairs and photovoltaic installations.

The Contractor shall ascertain the conformance of construction with the current applicable codes in force in the City of Peoria. The Contractor shall provide personnel able to perform plumbing, electrical, mechanical and building inspections with a high degree of confidence and competence, with little or no supervision.

Work will be comparable to the entry level class in the Building Inspector series. Contract Building Inspection personnel will be supervised on a daily basis by the City of Peoria Building Development Supervisor. Direction and work assignments will be given by the Building Development Supervisor or his designee. Training in departmental and city-wide policies and procedures will be provided by the Building Development Division.

Inspection results shall be recorded on-site using City of Peoria provided stickers and forms and in the Accela Permitting system in accordance with Division policy. Work, including inspection results, notices, and correspondence, shall be presented in city-approved forms and shall be legible, understandable, and code-referenced.

The Inspection services are needed for a 6 month period from January, 2013 through June, 2013 for 40 hours per week, Monday through Friday, between the hours of 6:30 a.m. to 3:00 p.m., with 30 minutes for lunch.

B. JOB DESCRIPTION



SCOPE OF WORK

Solicitation Number: P13-0033

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

General Purpose:

The purpose of this position is to perform semi-skilled and skilled work in all phases of residential building inspections to ensure compliance. This is accomplished by performing building inspections to assure compliance with the City's building, electrical, mechanical, and plumbing codes, other city ordinances, and state and federal laws. Other duties may include completing related tasks as assigned.

Distinguishing Characteristics:

This is the entry-level class in the Building Inspector series. Incumbents are considered Residential inspectors, skilled in making inspections and enforcing codes and regulations in the broad range of building and related codes. The work requires considerable independence and discretion both in field inspections and in plan examinations, although specialized personnel are available for advice and assistance.

Essential Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Inspects new residential construction to verify compliance with approved construction plans and building, electrical, plumbing, mechanical, photovoltaic and zoning codes and other Applicable city, state, and federal codes and ordinances.
- Provides code interpretation and other essential information to contractors and the general public about building requirements and inspection procedures.
- Performs administrative duties by entering inspection results and maintaining database. Prepares reports and attends meetings as required.
- Reviews new materials and methods used in building construction.
- Advises property owners, contractors, architects, engineers and others on matters relevant to construction methods, materials, types of construction and occupancies.
- Review plans and specifications for residential buildings and related construction involving installation, repair, replacement and alteration for compliance with applicable codes and regulations.
- Issues stop work and correction notices for code violations.

Desired Minimum Qualifications:

- High school diploma or equivalent.
- 2-4 years experience. Considerable previous experience required in the same or similar previous positions. The job requires a sound knowledge of common and uncommon techniques, concepts, methods, practices, use of forms, routines, etc., of complex nature.
- Skilled technical skills. Work requires predominately routine and some non-routine technical skills. Requiring practical knowledge of a technical field with use of judgment and decision-making abilities appropriate to the work environment to the organization.



SCOPE OF WORK

Solicitation Number: P13-0033

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Responsible for personal performance as a source of serious safety risk. Work involves the use of hazardous tools, equipment and/or materials OR ensuring organizational compliance with rules, procedures and legislation for safe operation of facility, safety and development of safe work procedures.
- Successful completion of acceptable courses in area of specific job specialty posting and two years of journey-level building inspection experience OR and equivalent combination of training and experience in job specialty posting field.
- ICC or equivalent Residential certification in at least one area at time of application.
- Valid Arizona class "D" driver's license upon hire.
- Extensive knowledge of the principles and methods used in various building construction craft areas, including plumbing, electrical, heating and ventilation, building construction and remodeling, zoning and others; laws, ordinances and codes regulating building construction and zoning; appropriate safety and fire prevention methods of construction.

Physical and Mental Demands:

Work requires heavy physical exertion and effort. Forces exerted are equivalent to lifting between 25 and 50 pounds. The need for physical stamina and endurance is great. The degree of physical strain produced on the job is high. It results in fatigue, and requires periods of rest. Job requirements for manual dexterity and physical manipulation are high. Work could involve the coordination of body movements involving various body postures.

Work Environment:

Position is subject to outside environmental conditions: No effective protection from weather. Position may be subject to extreme heat or cold for periods of more than one hour. Position is subject to hazards: Proximity to moving mechanical parts, electrical current, exposure to chemicals, etc.

4. PLAN REVIEW SERVICES

A. SCOPE OF WORK

The Contractor shall supply professional Building Plan Review personnel to perform a variety of building plan reviews to be performed at the City of Peoria offices located at 9875 N. 85th Avenue in Peoria Arizona.

The Contractor shall ascertain the conformance of construction with the current applicable codes in force in the City of Peoria. The Contractor shall provide personnel able to perform plumbing, electrical, mechanical and building plan review with a high degree of confidence and competence, with little or no supervision.

Work will be comparable to the entry level class in the Building Plan Review series. Contract Building Plan Review personnel will be supervised on a daily basis by the City of Peoria Building Development Manager. Direction and work assignments will be given by the Building Development Manager or his designee. Training in departmental and city-wide policies and procedures will be provided by the Building Development Division.

Plan Review results shall be recorded using the City of Peoria Accela permitting system in accordance with Division policy. Notices and correspondence shall be presented in city-approved forms and shall be legible, understandable, and code-referenced.



SCOPE OF WORK

Solicitation Number: P13-0033

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Plan Review services are needed for a 6 month period from January, 2013 through June, 2013 for 16 hours per week, Tuesday and Wednesday only, between the hours of 8:00 a.m. to 5:00 p.m., with 1 hour for lunch.

B. JOB DESCRIPTION

General Purpose:

The purpose of this position is to review a variety of plans for residential projects. This is accomplished by performing comprehensive analysis and examination of building construction plans, design, and specifications. Other duties may include completing related tasks as assigned.

Distinguishing Characteristics:

This is the entry-level class in the Building Plan Review series. Incumbents are considered Residential Plan Reviewer with an area of specialization, knowledgeable in the broad range of building and related codes. The work requires considerable independence and discretion in plan examinations, although specialized personnel are available for advice and assistance.

Essential Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Performs plan reviews by reviewing and approving residential plans as they conform to applicable codes and advising applicants of needed change.
- Conducts research on plan specifications and checks calculations to insure compliance with currently adopted codes. Interprets and applies state and local codes and regulations.
- Conducts meetings and advises engineers, architects, contractors and the general public on plan design, code interpretations, and the resolution of design problems affecting life safety.
- Assists with the processing of applications for construction permits; receives logs and routes plan submittals.

Desired Minimum Qualifications:

- High school diploma or equivalent plus additional course work (equivalent to up to 1 year at a Community College or equivalent resulting in accumulation of similar knowledge and abilities).
- 2-4 years experience. Considerable previous experience required in the same or similar previous positions.
- OR and equivalent combination of training and experience in job specialty posting field
- Advanced technical skills. Work requires advanced skills, specialized knowledge and extensive expertise in approaches and systems.
- Decision/action situations have a significant impact on the organization. Errors are difficult to detect and result in immediate impact on resources and continuing influence on operational effectiveness. Revenue, productivity, service, quality, security of assets or external relationships may be adversely affected. Corrections may be more costly than original action.
- Valid Arizona Class "D" driver's license upon hire.



SCOPE OF WORK

Solicitation Number: P13-0033

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- Two Certifications from International Code Council (ICC) Residential: Building, Electrical, Plumbing or Mechanical.

Physical and Mental Demands:

Work requires moderate physical exertion. Forces exerted are equivalent to lifting between 10 and 25 pounds. Job requirements for manual dexterity or physical manipulation are also moderate. The need for physical stamina and endurance is of some significance. The degree of physical strain produced on the job is moderately taxing, and is fatiguing. Work could involve a considerable amount of walking, standing, a confining or tiring work position, or constant periods of sitting in one position where the freedom does not exist to walk about.

Work Environment:

Position is subject to some undesirable or unpleasant environmental characteristics. Physical environment is generally safe and there is minimal health risk. No safety equipment or unusual precautions are required.



SUBMITTAL REQUIREMENTS

Solicitation Number: P13-0033

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Proposal Format

Proposals shall be submitted for one or both services (Plan Review and/or Building Inspection). If submitting for both services, submit separate responses. Submit each response in one (1) original and three (3) copies. Proposals shall be on 8 ½" x 11" paper with the text on one side only. The proposals shall not exceed ten (10) pages in length, but shall include all of the elements listed below:

A. Method of Approach

- 1) Provide the method of approach your firm will utilize to accomplish the Scope of Work.
- 2) Discuss other issues that may not have been identified in the Scope of Work, but that may be of relevance and importance based upon your firm's experience in providing these services.

B. Staff Capabilities and Assignments

- 1) Identify the key individual(s) that will be performing the work.
- 2) Demonstrate the experience and capabilities of each key member in relevant areas.
- 3) Provide professional designations necessary for performance of required services.

C. Firm Experience

- 1) Demonstrate the experience and capabilities of the firm.
- 2) Include any license information necessary to provide services in the State of Arizona.
- 3) Include past performance on contracts specifically with government clients.

D. Cost Considerations

- 1) Provide fee schedule for proposed plan review and building inspection services. Include an explanation of all services that are included as part of the fee.

E. Additional Information

- 1) Provide a minimum of three (3) references, prefer references from governmental / municipal clients, who could attest to firm's knowledge, quality of work, timeliness, diligence, and flexibility.

II. General Information

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

The designated purchasing agent is Lisa Houg, Contract Officer. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.

To access the City of Peoria Fee Schedules, see link below:
<http://www.peoriaaz.gov/NewSecondary.aspx?id=53257>

City of Peoria, City Code, Chapter 2 – Administration
Sec. 2-209. Community Development, Building Safety; Fees Required.



QUESTIONNAIRE

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P13-0033

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

*see pg. 9 of Willdan
Response.*

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____



QUESTIONNAIRE

Solicitation Number: **P13-0033**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

*See pg. 9 & 10 of
willdan response.*

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

PLAN REVIEW SERVICES

November 13, 2012

City of Peoria
Materials Management
9875 North 85th Avenue, 2nd floor
Peoria, AZ 85345

Subject: Proposal for Plan Review Services, Solicitation No. P13-0033

Willdan Engineering (Willdan) is uniquely qualified to offer complex and routine plan review services. Our highly professional, registered, and certified staff will assist the City of Peoria with all types of building safety, fire, and civil plan review. These talented professionals have worked together on many projects and are expert at navigating projects through code compliance. They have a long history of turnkey experience with the services needed to undertake the scope outlined in the Request for Proposals.

Recognizing that the current economy has had a dramatic impact on local jurisdictions, Willdan has reorganized and retooled our operations to maximize our business lines to meet the needs of our clients. Part of this retooling is the assignment of local client service managers and providing them with company-wide resources. The result is we bring the best talent to our clients, regardless of location. At the same time, this move has stabilized our workforce. We continue to maintain our local strength through client service managers and staff who remain responsive to our clients' needs.

We have assembled a team of qualified local personnel led by Mr. Roger A. Brooks, CBO, Principal Project Manager, whose experience and project background make him extremely well qualified to lead the plan review assignments for the City. Additional support members of the team are readily available through Willdan's company-wide resource pool.

Although it has been some time since Willdan has enjoyed being a part of the City of Peoria's team, we are excited about the opportunity to once again be a valued partner. Mr. Grant I. Anderson, Vice President, is authorized to negotiate and bind the company. Willdan's goal is to make contract services as seamless and worry-free for the City as possible.

If there are any questions about the contents of this proposal, please contact Mr. Brooks by telephone at (602) 395-7532, by cell phone at (602) 319-6281, by email at rbrooks@willdan.com, or by fax at (602) 870-7601.

Respectfully submitted,

Willdan Engineering

Roger A Brooks CBO
Principal Project Manager



Table of Contents

Section A – Method of Approach	1
Section B – Staff Capabilities and Assignments	1
Project Organization.....	2
Team Member Experience and Capabilities	2
Professional Designations Necessary to Perform Services.....	4
Section C – Firm Experience	5
Licenses	6
Past Performance Contracts with Government Clients.....	6
Section D – Cost Considerations	7
Additional Information	7
References	7
References Questionnaire.....	7
Exceptions to Terms, Conditions, and Scope/Business License/Small Business Questionnaire	8
Resumes	10
Appendix	



Section A – Method of Approach

Willdan's development services operation is headed by Roger A. Brooks, CBO. Mr. Brooks directs Willdan's holistic approach that allows for comprehensive plan reviews, such as reviewing specifications and testing data on new alternative building materials as may be proposed on a project. On complex projects, Willdan is often asked to provide review during the design process to mitigate code compliance issues early. Staff is assigned based upon the type of review needed, ensuring that the reviewer has the appropriate training and certifications. To ensure quality, each project deliverable is reviewed for accuracy and completeness by a senior level manager. Further ensuring the accuracy and consistency of our response, each plan review professional has access to a complete, updated ordinance and local amendment file relating to the City. Willdan will review plans to correspond with the City's adopted codes, amendments, and policy statements.

Plan reviewers will be available to discuss and clarify review issues with the City of Peoria staff, designers, owners, and contractors. Telephone conversations or meetings prior to resubmitting corrected plans and documents are highly encouraged to make sure code issues are resolved prior to resubmittal. Plan reviewers will attend all required meetings as deemed necessary by City staff and Willdan management. Plan review staff will calculate all building safety-related fees for each project based upon the adopted fee schedules and methods. Final documents will be marked "approved" for permit issuance.

Having a comprehensive understanding of the construction industry, we fully recognize things do not always go as planned. One of the strengths of Willdan is our ability to recognize that there may be more than one way to make a project comply with the codes of the community. Our staff is proud of the fact that we are often called upon to evaluate situations for our clients beyond our standard plan review services. Our clients know they can count on us to give them accurate feedback and help them understand the complexities of construction. With this in mind, we are fully committed to meeting the needs of the communities we serve. We are fully prepared to provide emergency plan reviews to meet the needs of the City and the community. In addition to the City's established work schedule, our staff will be available to perform these emergency plan reviews beyond scheduled hours.

Willdan can perform plan reviews traditionally, in paper form, or electronically. During the past four years, we introduced a web-based plan review system as a free service to our clients. This service is proven to reduce the time and money associated with the normal plan review process. The process is interactive and permits collaboration between the review staff, the architect, the owner, and the jurisdiction during project review. It allows design teams located in different offices, towns, or states to access the same files at the same time.

Section B – Staff Capabilities and Assignments

Although overall firm credentials and experience are important, the key to success on any assignment is the caliber and depth of experience and the overall professionalism of specific individuals. A successful partnership for the services we offer involves choosing the appropriate project manager and a team with diverse capabilities. Our team is structured so that the most experienced staff are responsible for providing technical leadership, day-to-day monitoring of task schedules, and quality control. Our building safety professionals are trained in the latest model codes, engineering design, and construction practices. Our ability to maintain a multi-disciplined staff is an invaluable resource to the communities we serve and one that can be matched by few in the industry. Our proposed project team is composed of personnel with the qualifications required to meet the scope of services identified in the City's Request for Proposals. To address these needs, Mr. Roger A. Brooks, CBO, will serve as the Project Manager and Plan Review Lead.

Mr. Roger A. Brooks, CBO, plays a key role in ensuring that all building safety projects are successfully completed and deadlines are met. He has over 30 years of construction code enforcement and problem-solving experience and has a solid work history, having worked for Pinal County and the City of Yuma. He was one of the first inspectors to be hired in Pinal County and eventually became the building official. While serving the citizens of the Pinal, Mr. Brooks had the privilege of reviewing plans and conducting inspections on the Space Bio-Sphere

Proposed key personnel have:

- Served as government agency staff and offer Peoria's genuine understanding of local agency needs
 - Successfully worked together on other plan review assignments
 - Qualifications and experience to serve Peoria's current and future needs
-

Roger A. Brooks, CBO

- 30 Years' Experience
 - Certified Building Official
 - Former Building Official for Pinal County and City of Yuma
-



project in Oracle. Mr. Brooks subsequently served as the building official for the City of Yuma for nearly nine years.

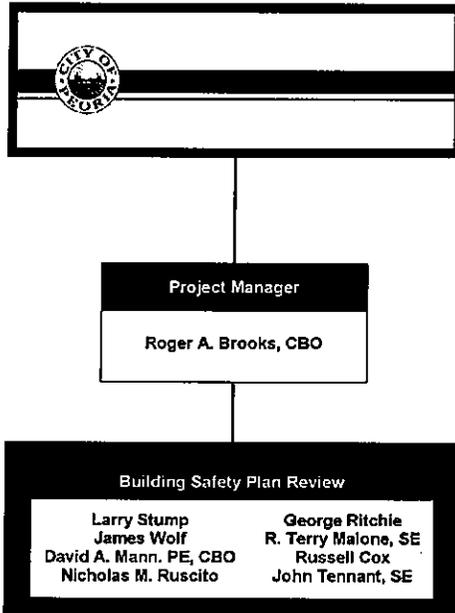
Mr. Brooks will be supported by an experienced plan review support team that will meet the City's anticipated needs and resolve any unexpected needs that may arise. Our staff is trained to fulfill unanticipated requests for service with the same professionalism and attention to detail utilized for scheduled assignments.

Individuals will be specifically assigned to the tasks that best suit their skill sets. Using the strengths of each, Willdan will meet 100 percent of the City of Peoria's needs. The following team members will be assigned as projects are received based upon disciplines needed:

- Mr. Larry Stump
- Mr. David A. Mann, PE
- Mr. George Ritchie
- Mr. Russell Cox
- Mr. James Wolf
- Mr. Nicholas A. Ruscito
- Mr. R. Terry Malone, SE
- Mr. John Tennant, SE

Project Organization

The organization chart contained herein identifies the key personnel and shows the communication and reporting relationships among Willdan's team.



Team Member Experience and Capabilities

Through active participation nationally in ICC and local participation in the Arizona Building Officials Association, we maintain our training and understanding of the latest engineering trends, alternative building materials, green building principles, and sustainable construction. Our personnel possess registrations and certifications in civil, structural, life safety, electrical, plumbing, mechanical, accessibility, and fire protection disciplines. The knowledge and experience of our Arizona-based staff have allowed Willdan to provide services from startup of building safety and engineering operations for newly incorporated cities to every day plan review of residential and small commercial facilities, subdivisions, and right-of-way improvements to specialized plan review of high-occupancy facilities such as malls, shopping centers and individual anchor retail spaces, educational facilities, high rises, industrial buildings, hotels, casinos, and power plants

Willdan's plan reviewers are experienced in inspecting both simple and complex structures and have performed the full list of plan reviews identified in the City's scope of services. The following table illustrates the team's relevant project experience.

Project Name	Oversight Role	Discipline	Project Financial Data	Completed On Time Y/N	Completed within Budget Y/N
Roger A. Brooks					
First Solar Agua Caliente Solar Power Plant	Plan Review	A,S,E	\$2,500,000,000	Ongoing	On Budget
Town of Florence Photovoltaic Power Plant	Plan Review	A,E	\$31,250,000	Y	Y
CRIT Juvenile Detention Center	Plan Review	A,S,E	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Plan Review	A,S,E	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	Plan Review	A,S,E	\$8,200,000	Y	Y
Maricopa Community College Skill Center	Plan Review	A,S,E	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Plan Review	A,S,E	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Plan Review	A,S,E	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	Plan Review	A,S,E	\$5,400,000	Y	Y
Kayenta Township Justice Complex	Plan Review	A, Accessibility	\$17,000,000	Y	Y



Project Name	Oversight Role	Discipline	Project Financial Data	Completed On Time Y/N	Completed within Budget Y/N
Larry Stump					
CRIT Juvenile Detention Center	Inspections	M,P	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	inspections	M,P	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	inspections	M,P	\$20,000,000	Y	Y
Maricopa Community College Skill Center	Plan Review	M,P	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Plan Review	M,P	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Plan Review	M,P	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	Plan Review	M,P	\$5,400,000	Y	Y
James Wolf					
CRIT Juvenile Detention Center	Plan Review	A, Accessibility	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Plan Review	A, Accessibility	\$9,400,000	Y	Y
Pascua Yaqui Educational	Plan Review	A, Accessibility	\$8,200,000	Y	Y
Maricopa Community College Skill Center	Plan Review	A, Accessibility	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Plan Review	A, Accessibility	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Plan Review	A, Accessibility	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	Plan Review	A, Accessibility	\$5,400,000	Y	Y
Kayenta Township Justice Complex	Plan Review	A, Accessibility	\$17,000,000	Y	Y
David A. Mann					
CRIT Juvenile Detention Center	Plan Review	F	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Plan Review	F	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	Plan Review	F	\$20,000,000	Y	Y
Maricopa Community College Skill Center	Plan Review	F	\$14,000,000	Y	Y
Maricopa Community College Rio Salado	Plan Review	F	\$2,700,000	Y	Y
Maricopa Community College Estrella	Plan Review	F	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	Plan Review	F	\$5,400,000	Y	Y
Nicholas A. Ruscito					
First Solar Agua Caliente Solar Power Plant	Plan Review	E	\$2,500,000,000	Ongoing	On Budget
Town of Florence Photovoltaic Power Plant	Plan Review	E	\$31,250,000	Y	Y
Maricopa Community College Skill Center	Plan Review	F	\$14,000,000	Y	Y
George Ritchie					
First Solar Agua Caliente Solar Power Plant	Plan Review	E	\$2,500,000,000	Ongoing	On Budget
Town of Florence Photovoltaic Power Plant	Plan Review	E	\$31,250,000	Y	Y
Maricopa Community College Estrella	Plan Review	E	\$9,246,290	Y	Y
R. Terry Malone					
First Solar Agua Caliente Solar Power Plant	Plan Review	S	\$2,500,000,000	Ongoing	On Budget
Town of Florence Photovoltaic Power Plant	Plan Review	S	\$31,250,000	Y	Y
CRIT Juvenile Detention Center	Plan Review	S	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Plan Review	S	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	Plan Review	S	\$20,000,000	Y	Y
Maricopa Community College Skill Center	Plan Review	S	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Plan Review	S	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Plan Review	S	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	Plan Review	S	\$5,400,000	Y	Y
Russell Cox					
CRIT Juvenile Detention Center	Plan Review	E	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Plan Review	E	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	Plan Review	E	\$20,000,000	Y	Y
Maricopa Community College Skill Center	Plan Review	E	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Plan Review	E	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Plan Review	E	\$9,246,290	Y	Y
John Tennant					
Pascua Yaqui Justice Center	Plan Review	S	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	Plan Review	S	\$20,000,000	Y	Y



Professional Designations Necessary to Perform Services

Our plan review personnel are certified and experienced in reviewing simple, complex, and specialized projects involving residential, industrial, educational, recreation, commercial, energy, and retail. Willdan's staff includes ICC-certified building officials, building inspectors, and building and engineering plans examiners in addition to registered engineers and certified civil plan reviewers. These highly-skilled individuals identify project needs early and provide quality, timely service. The table below identifies our project team's specific registrations and/or certifications.

Willdan's plan reviewers are highly experienced in providing all the plan review project types identified in the City's Request for Proposals

Degree/Certificate	Institution	Years Experience
Roger A. Brooks		
ICC Certification No. 1062044	International Code Council	35
ICC Building Inspector, Nos. B3, B5, 10, 34, 44, 50, 56, 60, 84, 88, 89	International Code Council	
ICC Plumbing Inspector, No. P5	International Code Council	
ICC Mechanical Inspector, No. M5	International Code Council	
ICC Electrical Inspector, No. E5	International Code Council	
ICC Residential Inspector, No. R5	International Code Council	
ICC Commercial Inspector, Nos. CB, C8	International Code Council	
Certificate of Building Inspection Technology	Butte College	
Larry Stump		
ICC Certified Plumbing Inspector, Nos. P3, P5	International Code Council	33
ICC Certified Mechanical Inspector, Nos. M3, M5	International Code Council	
ICC Certified Building Inspector, No. B5	International Code Council	
Arizona Community College Teaching Certificate	State of Arizona	
Building Inspection and Construction Technology	Phoenix College	
James Wolf		
ICC Certification, No. 5093220	International Code Council	17
ICC Building Inspector, No. B5	International Code Council	
ICC Accessibility Inspector/Plans Examiner, No. 21	International Code Council	
ICC Residential/Mechanical Inspector, Nos. M1, M2	International Code Council	
ICC Commercial/Mechanical No. M2	International Code Council	
ICC Residential/Electrical Inspector, No. E1	International Code Council	
ICBO Certified Plumbing Inspector, No. 30	International Code Council	
ICC Plumbing Inspector, No. P5	International Code Council	
David A. Mann		
Professional Engineer, Mechanical, No. 12507	State of Arizona	35
Professional Engineer, Fire Protection No. 26902	State of Arizona	
ICC Certification, Building Official	International Code Council	
ICC Certified Accessibility/Usability Specialist, No. 80375	International Code Council	
ICC Certified Building Inspector, No. 18858	International Code Council	
ICC Certified Plans Examiner	International Code Council	
Asbestos Building Inspector, No. ETCASBBIR03599	International Code Council	
Arizona Community College Teaching Certificate No. 35415	State of Arizona	
BS, Engineering	Northern Arizona University	
Nicholas M. Ruscito		
ICC Certification 5257091	International Code Council	8
ICC Residential Building Inspector		
ICC Residential Mechanical Inspector		
ICC Residential Plumbing Inspector		
ICC Electrical Inspector		
ICC Combination Inspector		



Degree/Certificate	Institution	Years Experience
George Ritchie		
Professional Engineer, Electrical No. 32355	State of Arizona	25
ICC Certified Electrical Plans Examiner, No. 5256372-E3	International Code Council	
ICC Certified Commercial Electrical Inspector, No. 1141319-E2	International Code Council	
MBA, Business Administration	Arizona State University	
BS, Electrical Engineering	Northern Arizona University	
R. Terry Malone		
Professional Engineer, Structural No. 29993	State of Arizona	40
Professional Engineer, Civil No. 17921	State of Washington	
Professional Engineer, Structural No. 17921	State of Washington	
Professional Engineer, Civil/Structural No. 14232	State of Oregon	
Professional Engineer, Structural No. 8335	State of Hawaii	
Russell Cox		
IAEI Electrical Inspector	International Association of Electrical Inspectors	
ICC Electrical Inspector		
ICC Electrical Plans Examiner		
John Tennant		
Professional Engineer, Structural No. 50273	State of Arizona	
ICC Certification No. 1062044	International Code Council	
Building Inspector, No. B3	International Code Council University of Arizona	
BS, Civil Engineering		

Section C – Firm Experience

Willdan Engineering, Inc. (Willdan), a California corporation, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Willdan Engineering is licensed to do business in Arizona. Willdan provides building safety, engineering, financial, homeland security, and energy services that ensure the quality, value, and safety of the built environment in the communities we serve. We have been a consistent industry leader in providing all aspects of municipal building safety and engineering services for 48 years. Willdan's municipal experience and corresponding reputation for service and quality are foremost in the municipal services industry. Willdan's full spectrum of services enables clients to select those which best fit their needs – from overload building official, plans examiner, inspector, engineering plan review, utility inspections, and counter support functions to comprehensive services of a fully-staffed department. Our building safety professionals are trained in the latest versions of the model codes and engineering design and construction practices.

Willdan has been supplying building safety plan reviews in Arizona for over 30 years. Willdan's experience and corresponding reputation for reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity are foremost in the building safety services industry. The following highlights what we believe are clear advantages that Willdan offers over other firms.

- **No learning curve.** Willdan provides a variant of building safety services to several Arizona communities. We believe the projects highlight illustrate our broad depth of experience in meeting our client's needs and schedules. We are offering the City of Peoria a team with overall experience that is hard to beat when it comes to managing complex, fast-track projects.
- **Full breadth of technical resources.** Our professional and technical staff can assist the City of Peoria in all aspects of building and civil plan review. Willdan will provide the City with highly-trained certified staff, including certified plans examiners and registered engineers to maximize City dollars.
- **Commitment to continued education and training.** Active participation nationally in ICC and local participation in the Arizona Building Officials Association, including teaching at code institutes and serving on national boards for code development.

Willdan's advantages include:

- Full breadth of technical resources
- No learning curve
- Same-day service availability
- Corporate commitment to excellence

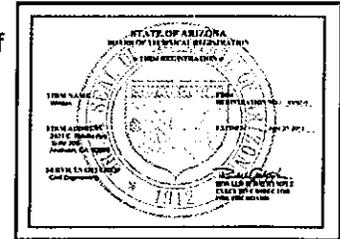


- **Corporate commitment to excellence.** Willdan has made an organizational commitment to ensure our services are the highest quality the industry has to offer and our reports are accurate, timely, and professional. Our client service managers ensure that our client's needs are not just met, but exceeded.

Willdan currently has contracts with over 30 tribal communities, cities, counties, towns, districts, and other government agencies in Arizona. This broad range of clients provides us with invaluable experience in enforcing the codes of different communities, including local amendments. It also helps us understand community policies and procedures and become familiar with any unique requirements.

Licenses

Willdan is licensed to provide engineering and inspection services by the State of Arizona Board of Technical Registration under License No. 10762-0. A copy of the professional registration license is provided herein.



Past Performance Contracts with Government Clients

In connection with our plan review services, there are no known circumstances where a scheduled review has not been performed. In fact, when acceptable to our client, our staff willingly accepts unscheduled assignments. We understand that situations arise that require us to perform above and beyond the norm.

Willdan has accumulated a wealth of relevant experience that makes us especially suited for a wide variety of projects. Representative completed or ongoing plan review projects are provided herein.

Juvenile Detention Center

- Client** Colorado River Indian Tribes
26600 Mohave Road, Parker, AZ 85344
- Client Contact** Mr. Rich Ench, Development Services Director, (928) 669-1301
rickench@msn.com
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Justice Center

- Client** Pascua Yaqui Indian Community
7474 South Camino De Oeste, Tucson, AZ 85757
- Client Contact** Mr. Rick Gonzalez, Land Department, (520) 879-6319
rick.gonzalez@pascuayaqui-nsn.gov
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Rio Salado Campus Improvements

- Client Name** Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
- Client Contact** Mr. Arlen Solochek, Project Manager, (480) 731-8232
arlen.solochek@domail.maricopa.edu
- Services Provided** Building/plumbing/electrical/mechanical/fire/civil plan reviews and inspections

Maricopa Skill Center Improvements

- Client** Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
- Client Contact** Mr. Randy Rossow, Project Manager, (480) 731-8237
randy.rossow@domail.maricopa.edu
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Iberdrola Photovoltaic Power Plant/Florence Hospital

- Client** Town of Florence
600 North Main Street Florence, AZ 85232
- Client Contact** Mr. Carroll Michael, Building Official, (520) 868-7556
Carroll.Michael@florenceaz.gov
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections



First Solar Agua Caliente Photo Voltaic Power Plant

Client Yuma County
2351 West 26th Street, Yuma, AZ 85366
Client Contact Mr. Pat Headington, Building Official, (928) 817-5068
Pat.Headington@yumacountyaz.gov
Services Provided Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Estrella Campus Improvements

Client Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
Client Contact Mr. Randy Rossow, Project Manager, (480) 731-8237
randy.rossow@domail.maricopa.edu
Services Provided Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Queen Creek (Communiversiy)

Client Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
Client Contact Mr. Randy Rossow, Project Manager, (480) 731-8237
randy.rossow@domail.maricopa.edu
Services Provided Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Section D – Cost Considerations

We are proposing a graduated scale for the plan review fees. Based on the percentage of fee the City collects from the applicant for plan review Willdan proposes the following fee structure:

Plan Review Fees	Lump Sum Review Rate
Buildings with calculated valuation less than \$1 million	75%
Buildings with calculated valuation between \$1 million and less than \$20 million	70%
Buildings with calculated valuation over \$20 million	65%

Additional Information

References

Willdan strives consistently to provide superior service to our respective clients. Our references are our best advocates and the most assured way for the City of Peoria to determine the service, expertise, and commitment to quality we offer our clients. We encourage the City to contact the references provided to confirm the quality of the plan review services Willdan has provided to other Arizona communities.

References Questionnaire

In accordance with the City of Peoria's Request for Proposals, Willdan's references are provided on the City's References Questionnaire. Additional references have been provided in Section C – Firm Experience under the subsection entitled Past Performance Contracts with Government Clients.



QUESTIONNAIRE

Solicitation Number: P13-0033

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact: (Willdan has presented additional references under Section E)

- v
1. Company: Pascua Yaqui Indian Community
 Contact: Rick Gonzalez, Phone: (520) 879-6319
 Address: 7474 South Camino De Oeste, Tucson, AZ 85757
 Description of Work: Plan Reviews
 Annual Value: Varies

 2. Company: Colorado River Indian Tribes
 Contact: Rich Ench Phone: (928) 669-1301
 Address: 26600 Mohave Road, Parker, AZ 85344
 Description of Work: Plan Reviews
 Annual Value: Varies

 3. Company: Maricopa County Community College District
 Contact: Arlen Solochek/Randy Rossow Phone: (480) 731-8232/(480) 731-8237
 Address: 2411 West 14th Street, Tempe, AZ 85281
 Description of Work: Plan Reviews
 Annual Value: Varies

Exceptions to Terms, Conditions, and Scope/Business License/Small Business Questionnaire

In accordance with the City of Peoria's Request for Proposals, Willdan has provided our exceptions to the terms, conditions, and scope and has completed the business license and small business items requested.



QUESTIONNAIRE

Solicitation Number: P13-0033

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

Willdan acknowledges that we have reviewed the City of Peoria's terms and conditions included as part of the Request for Proposal and respectfully requests the following changes to meet current acceptable practices in the insurance industry. The requested changes are contractual in nature and do not affect the technical quality or completion of the project.

15. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the **negligent or other wrongful** acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any **negligent or other wrongful** acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

21. WARRANTIES: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation. **Contractor's services shall be performed in accordance with the standard of practice ordinarily exercised by members of Contractor's profession who practice in the locality.**

24. REQUIRED INSURANCE COVERAGE:

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim and **\$2,000,000 annual aggregate.**

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.



	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85 th Ave., 2 nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P13-0033	
<p>Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No <u> X </u></p> <p>If yes, please provide details and documentation of the certification.</p> <p>N/A</p>		

Resumes

Comprehensive resumes for our project team are presented in the Appendix.



Appendix



Roger A. Brooks, CBO Project Manager/Plans Examiner

Education

*Certificate of Building
Inspection Technology, Butte
College*

Certification

*ICC Certification No.
1062044*

*Building Nos. B3, B5, 10, 34,
44, 50, 56, 60, 84, 88, 89,*

Plumbing No. P5

Mechanical No. M5

Electrical No. E5

Residential No. R5

Commercial No. CB, C8

Affiliations

AZBO

ICC

31 Years Experience

Mr. Roger A. Brooks plays a key role in ensuring that all building safety projects are successfully completed and deadlines are met. Mr. Brooks has over 30 years of construction code enforcement and problem-solving experience. Mr. Brooks is in responsible charge of our Phoenix and Tucson office Building Safety staffs. From 2001 to 2003, he served as the supervising building inspector for the Casino del Sol project just south of Tucson. In addition to his administrative and plan review responsibilities, he has provided combination inspections for the Pascua Yaqui Indian Tribe and for the Mohave County Sheriff's Office in Kingman. Mr. Brooks has been involved in all plan reviews and inspections for communities throughout Arizona, including the Cities of Chandler, Bullhead City, Phoenix, Tucson, Tempe, Goodyear, Maricopa, and Peoria; the Towns of Superior, Clarkdale, Buckeye, and Youngtown; the Counties of Pinal, Yuma, Yavapai, and Pima; and the Gila River, Quechan, Pascua Yaqui, and Colorado River Indian Communities.

Mr. Brooks has a very solid work history, having worked for Pinal County and the City of Yuma prior to joining Willdan. He was one of the first inspectors to be hired in Pinal County and, ultimately, became the building official. While serving the citizens of Pinal County, he had the privilege of reviewing plans and conducting combination inspections on the Biosphere II project in Oracle.

Mr. Brooks served as the building official for the City of Yuma for nearly nine years before joining Willdan. He is also active in the local chapters of the International Code Council.

Currently, Mr. Brooks serves as the Building Official for the startup of the Town of Tusayan at the south rim of the Grand Canyon.

Relevant Project Experience

Wild Horse Pass Casino and Resort, Maricopa County, Arizona. Project Manager. Willdan was hired by the Gila Indian River Community to perform the building safety and civil plan review and inspection services for the new casino and resort located in southern Maricopa County.

Mohave County Jail, Kingman, Arizona. Project Manager. Willdan was hired by the City of Kingman to perform electronic plan review for a \$72 million detention facility, a six level jail complex providing 688 beds.

Florence Hospital, Florence, Arizona. Willdan was hired to perform the building safety, civil plan review, and inspection for the 100,000-square-foot building.

Casino del Sol Casino and Resort, Pima County, Arizona. Project Manager. Willdan was hired by Pascua Yaqui River Indian Community to perform building safety and civil plan review and inspection for the casino expansion and new hotel located in southern Arizona. Work includes all building safety disciplines for plan review and inspection.

First Solar Agua Caliente Solar Power Plant, Yuma County, Arizona. As an approved third-party plan reviewer for Yuma County, Willdan was selected to be the plan review and inspection agency for the largest photo voltaic power plant in the world (at the time of permit issuance). This project will provide 291 MG watts of power, which is enough to power 75,000 homes. The project has approximately 8 million individual solar panels and covers roughly 2,500 acres or approximately 3.8 square miles. The estimated valuation of this project is \$2.8 billion and is expected to take two and one-half to three years to construct.



Roger A. Brooks, CBO

Continued

Justice Complex, Kayenta, Arizona. Project manager and plan review. Willdan was retained by Township of Kayenta to provide building safety services for the Community. One of the focus projects for the community is the plan review and inspections for the Community's new justice complex.

Women's Shelter, Kayenta, Arizona. Project manager and plan review. Willdan was also asked to evaluate and review the design and construction of an existing community building that had never been occupied.

Native Skill Training Center Guest Hogans, Kayenta, Arizona. Project manager and plan review. Another exciting project for the Township of Kayenta is the Native Skill training Center housing. This project uses traditional Hogan's to house guest instructors and visiting students.

Pascua Yaqui Justice Complex, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review and inspections for the Community's new justice complex.

Pascua Yaqui Cultural Education Center, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review and inspections for the community's new Cultural Education Center

Pascua Yaqui Community Center, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review for the community's new Guadalupe Community Center

Entertainment Center, Pinal County area, Arizona. Project manager and plan review. Willdan was retained by Ak-Chin Indian Community to perform the plan review for the community's Entertainment Complex. This is the largest complex of its type in the country containing a multiplex theatre, bowling alley, indoor paint ball and laser tag facility as well as several other entertainment venues

Building Official and Code Enforcement, Tusayan, Arizona. Willdan manages the day to day operations of the Town's Building and Code Enforcement Departments.



Larry Stump Mechanical/Plumbing Plan Reviewer

Education

Arizona Community College
Teaching Certificate; Building
Inspection and Construction
Technology, Phoenix College

Certification

Plumbing Inspector, No. P3,
P5

Mechanical Inspector, No.
M3, M5

Building Inspector, No. B5

30 Years Experience

Mr. Larry Stump has substantial background in code enforcement, review, and inspection in Arizona. He joined Willdan in 2005 after fulfilling a contract position with the City of Glendale where he performed plan review and inspections for the Glendale Arena and Cardinal Stadium.

For over 30 years, Mr. Stump has performed plumbing and mechanical plan review and inspections for the City of Phoenix. He has taught plumbing and mechanical codes at Phoenix College and Glendale Community College for over 25 years. As contributing columnist for over seven years, Mr. Stump has written educational articles on mechanical codes for the magazine HVACR Today. His background in plumbing and mechanical plan review includes code enforcement of schools, hospitals, industrial and semiconductor facilities, high-rise buildings, multi-family residential complexes, sports facilities, small businesses, and residential construction.

Relevant Project Experience

As the primary plumbing and mechanical plans examiner/inspector for Willdan, Mr. Stump has had a key part in all work received from Willdan's clients. Typical project examples include conducting plan review for:

- Gila River Indian Community Wild Horse Pass and Lone Butte Resort Casinos
- First Solar Agua Caliente Solar Power Plant
- Township of Kayenta Justice Complex
- Township of Kayenta Women's Shelter
- Native Skill Training Center Guest Hogans
- Pascua Yaqui Justice Complex
- Pascua Yaqui Cultural Education Center
- Pascua Yaqui Community Center
- Ak-Chin Indian Community Entertainment Center
- Town of Tusayan Various Projects
- Maricopa County Community College District Various Campus Projects



James Wolf

Building Safety Plan Reviewer

Certification

*ICC Certification, No.
5093220*

Plumbing Inspector, No. 30

Building Inspector, No. B5

Plumbing Inspector, No. P5

*Accessibility Inspector/Plans
Examiner, No. 21*

*Residential/Mechanical, No.
M1*

*Commercial/Mechanical, No.
M2*

Residential/Electrical, No. E1

16 Years Experience

Mr. James Wolf joined Willdan in 2001 with a strong customer service background and strong computer skills. He is a Plan Reviewer/Building Inspector for Willdan. Mr. Wolf performs commercial and residential building inspections and plan review for mid-sized and small communities throughout Arizona to ensure compliance with the International Building Code, International Mechanical Code, International Plumbing Code, National Electric Code, ADAAG, and ANSI A-117.

Relevant Project Experience

As the supervising inspector and ADA plan's examiner for Willdan, Mr. Wolf has had a key part in all work received from Willdan's clients. Typical project examples include conducting plan review for:

- Gila River Indian Community Wild Horse Pass and Lone Butte Resort Casinos
- Agua Caliente Solar Power Plant
- Township of Kayenta Justice Complex
- Township of Kayenta Women's Shelter
- Native Skill Training Center Guest Hogans
- Pascua Yaqui Justice Complex
- Pascua Yaqui Cultural Education Center
- Pascua Yaqui Community Center
- Ak-Chin Indian Community Entertainment Center
- Town of Tusayan Various Projects
- Maricopa County Community College District Various Campus Projects



David A. Mann, PE, CBO
Plumbing/Mechanical/Fire Plan Reviewer

Education

*Office of Government
Programs Certification in
Public Policy and
Management, University of
Arizona*

Registration/Certification

*Mechanical, Arizona No.
12507*

*Fire Protection, Arizona No.
26902*

*ICC Certified Building Official
No. 1414*

*ICC Certified Accessibility/
Usability Specialist, No.
80375*

*ICC Certified Building
Inspector, No. 18858*

ICC Certified Plans Examiner

*Asbestos Building Inspector,
No. ETCASBBIR03599*

*Arizona Community College
Teaching Certificate No.
35415*

Affiliations

*Arizona Building Officials
Secretary/Treasurer*

*Arizona Building Officials,
Board Member*

*ICBO Grand Canyon Chapter
Past President*

*IFCI Education/Certification
Committee*

*IFCI Joint Certification
Committee; Fire Inspectors
Chairman*

*Arizona State Plumbing
Commission*

*ICBO Southern Nevada
Chapter Chairman*

*Bullhead City Fire
Department Fire Board Clerk*

*Mohave Community College,
Associate Faculty*

*Southwest Government
Leadership Institute*

20 Years Experience

Mr. David A. Mann rejoined Willdan following a 17-year career as the Building Code Administrator for the City of Tucson. Although he now serves as the City of Tucson Fire Code Administrator, he is a part-time employee of Willdan and serves in a variety of capacities, including building, mechanical, plumbing and fire code plan reviewer and inspector. Mr. Mann, a certified building official, is an active member of the International Code Council and has served on the Mechanical Code Development Committee and the Evaluation Service Committee for ICBO. He is a former ICBO board member and second vice-president. He has taught at Pima Community College, AZBO Educational Institute, and BOAT (Texas) Institute. Mr. Mann's past experience includes the City of Phoenix, State of Arizona, and several private firms.

Relevant Project Experience

Fire Code Plan Review, Kingman, Arizona. Mr. Mann has been responsible for fire code plan reviews for the City of Kingman. Projects include:

- Mohave County Detention Center - a six-story, 231,396-square-foot facility with a valuation of \$34,790,944
- Hualapai Mountain Medical Center - a 179,702-square-foot, acute-care medical facility with a valuation of \$39,185,818

Fire Code Plan Review, Florence, Arizona. Mr. Mann has been responsible for fire code plan reviews for a 94,652-square-foot hospital facility with a valuation of \$23,738,721.

On-Call Plan Review and Inspection Services, Various Communities, Arizona.

Mr. Mann is currently performing plan review and inspection of residential and commercial projects for:

- Town of Florence
- Gila River Indian Community
- Colorado River Indian Community

Clients where Mr. Mann has been a critical part of the plan review team include:

- Gila River Indian Community
 - ♦ Wild Horse Pass Casino
 - ♦ Lone Butte Casino
- Town of Superior
- Colorado River Indian Community
- Santa Cruz County
 - ♦ Santa Cruz County Justice complex and detention facility
- Pascua Yaqui
 - ♦ Justice Complex
 - ♦ Cultural Education Center
 - ♦ Guadalupe Community Center
- Yavapai County
 - ♦ Justice Center
 - ♦ Municipal Complex
 - ♦ Office and Warehouse Facilities



David A. Mann, PE, CBO
Continued

- Yuma County
 - ♦ First Solar Agua Caliente Solar Power Plant
- Township of Kayenta
 - ♦ Justice Complex
 - ♦ Women's Shelter
 - ♦ Native Skill Training Center Guest Hogans
- Ak-Chin Indian Community
 - ♦ Entertainment Center



Nicholas A. Ruscito Building Safety Plan Reviewer

Education

ICC Certification no. 5357091

Mesa Community College,
Construction Management

Certification

Residential Building
Inspector, Residential
Mechanical Inspector,
Residential Plumbing
Inspector

Residential Electrical
Inspector

Commercial Electrical
Inspector

Residential Combination
Inspector

7 Years Experience

Willdan Building Inspector, offering more than seven years of commercial, residential and solar photovoltaic inspection, and plan review experience among multiple municipalities. Five years of experience as a Building Superintendent have greatly developed management, prioritization, and organization skills. International Code Council certifications achieved ensure that technical knowledge of the Building Codes has been attained. Continued ICC education and certifications earned allow for superior service to be provided to the municipality and the property owner of that particular community.

Relevant Project Experience

Perform commercial, residential and solar photovoltaic building inspections as a contracted building inspector for several municipalities such as the City of Chandler, City of Casa Grande, Town of Fountain Hills, City of Maricopa, Town of Superior, Town of Youngtown and several Indian communities. Managed workloads for the electronic plan review system when selected as one of the site administrators. Appointed as the lead residential plan reviewer for the City of Phoenix third party plan review system at Willdan.

Acted as the interim building official for the Town of Youngtown for several months and assisted as a part of the interview panel for hiring the new building official.

- Developed quick knowledge and understanding of the internal systems for entering building inspection results at each municipality.
- Excellent communication and customer service skills aided in positive interaction with municipal employees, contractors, and property owners.
- Administrative functions included logging projects in and out of the Plan Check Tracking System program upon arrival and departure, assembling project files with pertinent information, creating plan review comment/approval letters, and shipping plan documents to clients and other divisions within our employer.

Other Relevant Experience

Engle Homes, Phoenix, AZ. Building Superintendent

- Building Superintendent of new home residential construction in the west and east valleys of Arizona.
- Scheduled building inspections and managed trade partners during the construction process.
- Detail oriented with strong resolution capability in plan review and communication (i.e. engineers, sales, etc.)
- Outstanding knowledge of code enforcement and code interpretation, (ICC certified: Residential Building, Mechanical, Plumbing, and Electrical).
- Great leadership skills in providing direction, improvement and growth while accomplishing goals, and maintaining code compliant standards.
- Close relationships developed with local building officials and inspectors in Chandler, Phoenix, and Maricopa.

US Home Corporation, Tempe, AZ. Building Superintendent

- Managed construction of residential homes including all phases from footings to city final. Scheduling trade partners with proper time allocated, quality control of work performed and customer satisfaction was always a main focus.



Nicholas A. Ruscito
Continued

- Supervised multiple home sites from layout to homebuyer orientation while coordinating city inspections and ensuring that homes pass inspections in a rapid fashion.
- Interacted with homebuyers on a regular basis during pre-start, pre-drywall, and pre-close orientations, or upon customer's request to answer any questions or concerns throughout the construction process.
- Worked closely with Jordan Engineering to attain engineering for alternate hold downs, truss repairs, load bearing changes, and nailing schedules.
- Regularly scheduled meetings with trade partners to improve code compliancy of the materials that were installed.
- Performed weekly safety inspections per OSHA regulations, notating violations and reporting them to corporate and trade partners.



George Ritchie **Electrical Plan Reviewer**

Education

MBA, Business Administration, Arizona State University

BS, Electrical Engineering, Northern Arizona University

Registrations/Certification

Electrical, Arizona No. 32355

Electrical Plans Examiner, ICC No. 5256372-E3

Commercial Electrical Inspector, ICC No. 1141319-E2

22 Years Experience

Relevant Project Experience

On-Call Plan Review Services, Various Communities, Arizona. Mr. Ritchie is currently performing plan review for:

- Pascua Yaqui
 - ♦ Justice Center
 - ♦ Cultural Education Center
- Yuma County
 - ♦ First Solar Agua Caliente Solar Power Plant

Vice President, Onsite Engineering. Training, electrical short circuit/coordination/arc-flash studies, electrical plan review, inspections, CA, and electrical construction design.

Electrical Plans Engineer, Phoenix, Arizona. Responsible for:

- Review of industrial and commercial electrical construction documents for National Electrical Code compliance prior to issuing a building permit
- Perform inspections on project jobsite in support of electrical inspectors
- Train, mentor, and supervise other electrical plan reviewers

Field/Sales Engineer, GE Industrial Systems. Responsible for:

- Installation, commissioning, and troubleshooting switchgear, transformers, motors, and drives
- Schedule daily activities for 15 field engineers located throughout the Rocky Mountain Region
- Direct sales responsibility for equipment



R. Terry Malone, PE, SE **Structural Plan Reviewer**

Registration

Structural, Arizona No. 29993

Civil, Washington No. 17921

*Structural, Washington No.
17921*

*Civil/Structural, Oregon No.
14232*

Structural, Hawaii No. 8335

Special Accomplishments

*Faculty, Saint Martin's
College, Lacey, Washington*

*Taught senior level
engineering courses*

*ICBO Seminar Presenter –
lateral systems in high
seismic zones*

*Principal, Multi-Discipline
Firm, Lacey, Washington*

*Principal, Multi-Discipline
Firm, Manzanita, Oregon*

*Principal, Multi-Discipline
Firm, Medford, Oregon*

*Board Member, Jackson City
Building Code Board of
Appeals*

33 Years Experience

Mr. R. Terry Malone is a structural and civil engineer. Mr. Malone's experience includes office buildings, schools, industrial projects, fire stations, correctional facilities, marine structures, railroad facilities, housing projects, churches, historic restoration and renovations, military projects, and post offices.

Special Accomplishments

- Faculty member at Saint Martin's College, Lacey, Washington
- Taught senior-level engineering courses
- ICBO seminar presenter - lateral systems in high seismic and wind zones
- Principal in multi-discipline firm, Lacey, Washington
- Principal in multi-discipline firm, Manzanita, Oregon
- Principal in multi-discipline firm, Medford, Oregon
- Board member of Jackson County Building Code Board of Appeals
- Consultant to American Plywood Association - modular housing

Relevant Project Experience

On-Call Structural Inspection Services, Various Communities, Arizona. Mr. Malone is currently performing structural inspections of residential and commercial projects for:

- Town of Dewey Humboldt
- Gila River Indian Community
 - ♦ Wild Horse Pass Casino
 - ♦ Lone Butte Casino
- Town of Superior
- Colorado River Indian Community
- Santa Cruz County
 - ♦ Santa Cruz County Justice complex and detention facility
- Pascua Yaqui
 - ♦ Justice Complex
 - ♦ Cultural Education Center
 - ♦ Guadalupe Community Center
 - ♦ Casino Del Sol
- Yavapai County
 - ♦ Justice Center
 - ♦ Municipal Complex
 - ♦ Office and Warehouse Facilities
- Township of Kayenta
 - ♦ Justice Complex
 - ♦ Women's Shelter
 - ♦ Native Skill Training Center Guest Hogans
- Ak-Chin Indian Community
 - ♦ Entertainment Center
- Yuma County
 - ♦ First Solar Agua Caliente Solar Power Plant



Russell Cox

Electrical Plan Reviewer

Certification

IAEI Electrical Inspector
ICC Electrical Inspector
ICC Electrical Plans Examiner

20 Years Experience

Mr. Russell Cox brings 20 years of experience and knowledge in all phases of electrical construction, including supervision. Mr. Cox was a certified electrical code official for six years, performing as an inspector and a plans examiner. His expertise enabled him to teach the National Electric Code at Glendale Community College for three years.

Relevant Project Experience

Plan Review, Phoenix, Arizona. As electrical plans examiner, Mr. Cox reviewed plans for commercial and residential projects for compliance with the NEC, IECC, and egress portions of the IBC.

Plan Review, Glendale, Arizona. As electrical plans examiner/inspector, Mr. Cox reviewed plans and made field inspections for projects of all types and sizes, including the Glendale Arena and the University of Phoenix Cardinal Stadium, for compliance with the NEC.

Coken Group of Companies, Providence, Rhode Island. As electrical/mechanical superintendent, Mr. Cox supervised electrical/mechanical trades in the areas of manpower, scheduling, quality control, code interpretations, material purchasing, and job coordination on projects that include the Sandra Day O'Connor Federal Courthouse and the Richmond Convention Center. His day-to-day activities required Mr. Cox to:

- Coordinate different phases of construction with various trades
- Estimate work orders and change orders
- Provide reports for labor costs and material purchase orders
- Provide answers and solutions to code and plan questions and issues
- Provide quality control inspections
- Manage all aspects of construction projects (manpower, labor rates, material purchasing, scheduling, change orders and extras, job impacts, safety procedures, etc).

Clients where Mr. Cox has been a critical part of the plan review team include:

- Gila River Indian Community
 - ♦ Wild Horse Pass Casino
 - ♦ Lone Butte Casino
- Town of Superior
- Colorado River Indian Community
- Santa Cruz County
 - ♦ Santa Cruz County Justice complex and detention facility
- Pascua Yaqui
 - ♦ Justice Center
 - ♦ Casino Del Sol
- Yavapai County
 - ♦ Justice Center
 - ♦ Municipal Complex
 - ♦ Office and Warehouse Facilities



John Tennant, SE **Structural Plan Reviewer**

Education

*BS, Civil Engineering,
University of Arizona*

Registration

*Structural, Arizona, No.
50273*

*ICC Certification No.
1062044*

Building Inspector, No. B3

Affiliations

SEAOA

7 Years Experience

Mr. John Tennant provides plan review and inspection services on a wide variety of projects. Prior to joining Willdan, Mr. Tennant worked for a structural engineering firm, where he was an engineer-in-training. This position provided him hands-on experience in complete structural design and drawing preparation of numerous types of building projects with several forms of construction. Prior to his experience as an engineer-in-training, Mr. Tennant worked as a technical intern with the City of Tucson General Services Department. He was awarded the Service Excellence Award, Energy Conservation Team in recognition for his energy audit performance. During his tenure with Willdan, Mr. Tennant has taken what he learned as a designer and focused on applying the provisions of IBC and applicable reference documents into the role of a structural plans examiner and inspector. Additionally, he has expanded his knowledge base beyond the structural provisions of the code to include other code-related disciplines.

Relevant Project Experience

On-Call Plan Review Services, Various Communities, Arizona. Mr. Tennant is currently performing plan review of residential and commercial projects for the following Arizona communities:

- Town of Youngtown
- Town of Florence
- Maricopa Community College District
- Town of Dewey Humboldt
- Colorado River Indian Tribes
- Navajo County
- Town of Superior
- City of Tucson
- Santa Cruz County
- City of Benson
- Pinal County
- City of Show Low
- City of Sedona

BUILDING INSPECTION SERVICES

November 13, 2012

City of Peoria
Materials Management
9875 North 85th Avenue, 2nd floor
Peoria, AZ 85345

Subject: Proposal for Building Inspection Services, Solicitation No. P13-0033

Willdan Engineering (Willdan) is uniquely qualified to offer complex and routine inspection services. Our highly professional, registered, and certified staff will assist the City of Peoria with all types of building safety, fire, and civil inspections. These talented professionals have worked together on many projects and are expert at navigating projects through code compliance. They have a long history of turnkey experience with the services needed to undertake the scope outlined in the Request for Proposals.

Recognizing that the current economy has had a dramatic impact on local jurisdictions, Willdan has reorganized and retooled our operations to maximize our business lines to meet the needs of our clients. Part of this retooling is the assignment of local client service managers and providing them with company-wide resources. The result is we bring the best talent to our clients, regardless of location. At the same time, this move has stabilized our workforce. We continue to maintain our local strength through client service managers and staff who remain responsive to our clients' needs.

We have assembled a team of qualified, local personnel led by Mr. Roger A. Brooks, CBO, Principal Project Manager, whose experience and project background make him extremely well qualified to lead the field inspection assignments for the City. Additional support members of the team are readily available through Willdan's company-wide resource pool.

Although it has been some time since Willdan has enjoyed being a part of the City of Peoria's team, we are excited about the opportunity to once again be a valued partner. Mr. Grant I. Anderson, Vice President, is authorized to negotiate and bind the company. Willdan's goal is to make contract services as seamless and worry-free for the City as possible.

If there are any questions about the contents of this proposal, please contact Mr. Brooks by telephone at (602) 395-7532, by cell phone at (602) 319-6281, by email at rbrooks@willdan.com, or by fax at (602) 870-7601.

Respectfully submitted,

Willdan Engineering

Roger A Brooks CBO
Principal Project Manager



Table of Contents

Section A – Method of Approach	1
Section B – Staff Capabilities and Assignments	1
Project Organization.....	2
Team Member Experience and Capabilities	2
Professional Designations Necessary to Perform Services.....	4
Section C – Firm Experience	5
Licenses	6
Past Performance Contracts with Government Clients.....	6
Section D – Cost Considerations	7
Additional Information	7
References	7
References Questionnaire.....	7
Exceptions to Terms, Conditions, and Scope/Business License/Small Business Questionnaire	8
Resumes	10
Appendix	



Section A – Method of Approach

Willdan's development services operation is headed by Roger A. Brooks, CBO. When services are requested, a qualified inspector will be assigned to the City to perform multi-disciplined or specialized inspections as directed. The assigned inspector will be available for the duration of the project with back-up provided based upon workload and expertise. Generally, inspections will be performed by one inspector to maintain project continuity, unless approved by the City to add additional staff due to project complexity.

The assigned inspector will respond to construction inspection requests, as outlined by the adopted codes and as required by the City of Peoria, and will attend all meetings deemed necessary by the City and Willdan management. Inspection records and reports will be maintained at the City's office for department use in documentation of projects and statistical reports. Willdan's inspectors will function as an extension of the City's Inspection Department staff and, as such, will conform to all City's policies and procedures. Inspectors will report directly to the City's representative and will perform all tasks as requested in an expedient manner. Willdan will provide our inspectors with all necessary reference books, documents, and tools to competently perform the complex task of combination building inspections.

Willdan will conduct inspections for conformance with the City's adopted codes, along with their amendments, related policies, directives, approved plans, and other applicable laws. Willdan will directly notify the applicant, in writing, with information regarding the need for corrections to inspections performed. Communications for follow-up to the correction notices between Willdan and the applicant will be cost-free, including a cell phone number where the inspector can be reached. Willdan will maintain all records regarding inspections performed and enter the results into the City's Accela permitting system, as directed.

Having a comprehensive understanding of the construction industry, we recognize things do not always go as planned. With this in mind, we are fully committed to meeting the needs of communities we serve. This often requires providing emergency/unscheduled inspections. In addition to the City's established workday schedule, our staff will be available, as directed by the City, beyond scheduled hours. Willdan's staff will be available by telephone to address issues that may arise when we are offsite.

Section B – Staff Capabilities and Assignments

Although overall firm credentials and experience are important, the key to success on any project is the caliber and depth of experience and overall professionalism of specific individuals. A successful partnership for the services we offer involves choosing an appropriate project manager and a team with diverse capabilities. Our team is structured so that the most experienced staff are responsible for providing technical leadership, day-to-day monitoring of task schedules, and quality control. Our inspection staff is trained in the latest versions of the model codes. Our proposed project team is composed of personnel with the qualifications required to meet the scope of services identified in the City's Request for Proposals. To address these needs, Mr. Roger A. Brooks, CBO, will serve as the Project Manager and Mr. James Wolf will serve as the Building Safety Inspection Lead. Brief biographies are presented herein for these key personnel.

Mr. Roger A. Brooks, CBO, plays a key role in ensuring that all building safety projects are successfully completed. Mr. Brooks has over 30 years of construction code enforcement and problem-solving experience. He has a solid work history, having worked for Pinal County and the City of Yuma. He was one of the first inspectors to be hired in Pinal County and eventually became the building official. While serving the citizens of Pinal, Mr. Brooks had the privilege of reviewing plans and conducting inspections on the Space Bio-Sphere in Oracle. Mr. Brooks subsequently served as the building official for the City of Yuma for nearly nine years. He has also been, and continues to serve as, contract building official of record for several cities and towns in Arizona. Mr. Brooks knows firsthand the unique challenges facing today's development services departments.

Proposed key personnel have:

- Served as government agency staff and offer Peoria a genuine understanding of local agency needs
 - Successfully worked together on other inspection assignments
 - Qualifications and experience to serve Peoria's current and future needs
-

Roger A. Brooks, CBO

- 30 Years' Experience
 - Certified Building Official
 - Former Building Official for Pinal County and City of Yuma
-



Mr. James Wolf has served as a supervising inspector for Willdan for the past six years. He has led various inspection teams of up to 13 inspectors, performing up to 300 inspections per day. To accomplish this, he planned efficient inspection routes and coordinated the varying workloads of the inspectors. Mr. Wolf is the prime inspector for various projects being conducted by the Maricopa Community College District. These projects are located throughout Maricopa County. He has effectively worked with numerous contractors and has efficiently coordinated the inspection load to keep the project on track. No time has been lost due to delays in inspections. Mr. Wolf also coordinates inspections in Parker, Tusayan, Kayenta, and Tucson.

James Wolf

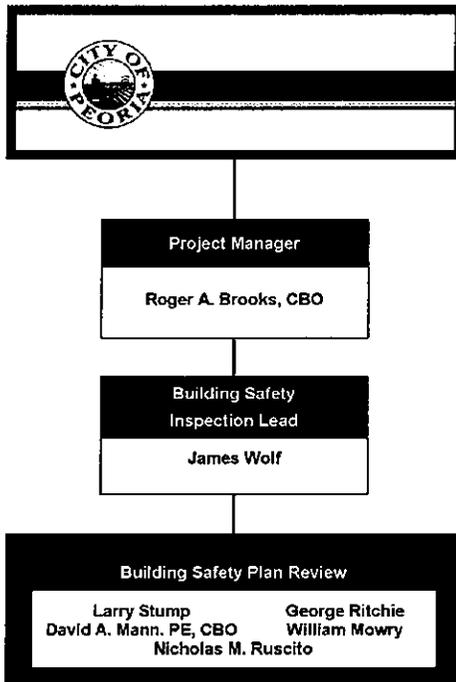
- 8 Years' Experience
- ICC certified building, plumbing, residential /commercial mechanical, and accessibility inspector
- ICC certified plans examiner

The key personnel identified above will be supported by an experienced inspection support team that will meet the City's anticipated needs and resolve any unexpected needs that may arise. Our staff is trained to fulfill unanticipated requests for service with the same professionalism and attention to detail utilized for scheduled assignments. Individuals will be specifically assigned to the tasks that best suit their skill sets. Using the strengths of each, Willdan will meet 100 percent of the City of Peoria's needs. The following team members will be assigned as projects are received based upon disciplines needed:

- Mr. Larry Stump
- Mr. David A. Mann
- Mr. Nicholas A. Ruscito
- Mr. George Ritchie
- Mr. William Mowry

Project Organization

The organization chart contained herein identifies the key personnel and shows the communication and reporting relationships among Willdan's team. Willdan will commit the necessary, experienced personnel to the City of Peoria. Further, Willdan is prepared to maintain the assigned key personnel and to notify the City when staffing changes cannot be avoided.



Team Member Experience and Capabilities

Through active participation nationally in ICC and local participation in the Arizona Building Officials Association, we maintain our training and understanding of the latest engineering trends, alternative building materials, green building principles, and sustainable construction. Our personnel possess registrations and certifications in civil, structural, life safety, electrical, plumbing, mechanical, accessibility, and fire protection disciplines. The knowledge and experience of our Arizona-based staff have allowed Willdan to provide services from startup of building safety and engineering operations for newly incorporated cities to every day inspection of residential and small commercial facilities, subdivisions, and right-of-way improvements to specialized inspection of high-occupancy facilities such as malls, shopping centers and individual anchor retail spaces, educational facilities, high rises, industrial buildings, hotels, casinos, and power plants.

Willdan's building inspectors are experienced in inspecting both simple and complex structures and have performed the full list of building inspection categories identified in the City's scope of services. The following table illustrates the team's relevant project experience.



Project Name	Oversight Role	Discipline	Project Financial Data	Completed On Time Y/N	Completed within Budget Y/N
Roger A. Brooks					
First Solar Agua Caliente Solar Power Plant	PM/Inspections	A,S,E	\$2,500,000,000	Ongoing	On Budget
Town of Florence Photovoltaic Power Plant	PM/Inspections	A,S,E	\$31,250,000	Y	Y
CRIT Juvenile Detention Center	PM/Inspections	A,S,E	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	PM/Inspections	A,S,E	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	PM/Inspections	A,S,E	\$8,200,000	Y	Y
Maricopa Community College Skill Center	PM/Inspections	A,S,E	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	PM/Inspections	A,S	\$2,700,000	Y	Y
Maricopa Community College at Estrella	PM/Inspections	A,S	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	PM/Inspections	A,S,E	\$5,400,000	Y	Y
Kayenta Township Justice Complex	PM/Inspections	A,S,E	\$17,000,000	Y	Y
James Wolf					
Town of Florence Photovoltaic Power Plant	Inspections	S,E	2,500,000,000	Y	Y
CRIT Juvenile Detention Center	Inspections	A,S,M,P,E	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	Inspections	A,S,M,P,E	\$9,400,000	Y	Y
Pascua Yaqui Educational	Inspections	A,S,M,P,E	\$8,200,000	Y	Y
Maricopa Community College Skill Center	Inspections	A,S,M,P,E	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Inspections	A,S,M,P,E	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Inspections	A,S,M,P,E	\$9,246,290	Y	Y
Kayenta Township Justice Complex	Inspections	A,S,M,P,E	\$17,000,000	Y	Y
Town of Tusayan	Inspections	A,S,M,P,E	\$5,000,000	Y	Y
Maricopa Community College at Queen Creek	PM/Inspections	A,S,E	\$5,400,000	Y	Y
Kayenta Township Justice Complex	PM/Inspections	A,S,E	\$17,000,000	Y	Y
Larry Stump					
CRIT Juvenile Detention Center	Inspections	M,P	\$2,700,000	Y	Y
Pascua Yaqui Justice Center	inspections	M,P	\$10,000,000	Y	Y
Pascua Yaqui Educational Center	inspections	M,P	\$8,200,000	Y	Y
Maricopa Community College Skill Center	Inspections	M,P	\$14,000,000	Y	Y
Maricopa Community College at Rio Salado	Inspections	M,P	\$2,700,000	Y	Y
Maricopa Community College at Estrella	Inspections	M,P	\$9,246,290	Y	Y
Maricopa Community College at Queen Creek	PM/Inspections	M,P,F	\$5,400,000	Y	Y
David A. Mann					
Maricopa Community College Skill Center	Inspections	M,P,F	\$14,000,000	Y	Y
Maricopa Community College Rio Salado	Inspections	M,P,F	\$2,700,000	Y	Y
Maricopa Community College Estrella	Inspections	M,P,F	\$9,246,290	Y	Y
Pascua Yaqui Justice Center	inspections	M,P,F	\$9,400,000	Y	Y
Pascua Yaqui Educational Center	inspections	M,P,F	\$8,200,000	Y	Y
Maricopa Community College at Queen Creek	PM/Inspections	M,P,F	\$5,400,000	Y	Y
Nicholas A. Ruscito					
Maricopa Community College Skill Center	Inspections	A	\$14,000,000	Y	Y
Maricopa Community College Rio Salado	Inspections	A	\$2,700,000	Y	Y
Maricopa Community College Estrella	Inspections	A	\$9,246,290	Y	Y
George Ritchie					
Maricopa Community College at Rio Salado	Inspections	E	\$2,700,000	Y	Y
First Solar Agua Caliente Solar Power Plant	Inspections	E	\$2,500,000,000	Y	Y
Town of Florence Photovoltaic Power Plant	Inspections	E	\$25,000,000	Y	Y
William Mowry					
Maricopa Community College Skill Center	Inspections	A,S,M,P,E	14,000,000	Y	Y
Maricopa Community College Rio Salado	Inspections	A,S,M,P,E	\$2,700,000	Y	Y
Maricopa Community College Estrella	Inspections	A,S,M,P,E	\$9,246,290	Y	Y
First Solar Agua Caliente Solar Power Plant	Inspections	S,E	2,500,000,000	Y	Y
Town of Florence Photovoltaic Power Plant	Inspections	S,E	25,000,000	Y	Y
Kayenta Township Justice Complex	PM/Inspections	A,S,E	\$17,000,000	Y	Y
Maricopa Community College at Queen Creek	PM/Inspections	A,S,E	\$5,400,000	Y	Y



Professional Designations Necessary to Perform Services

Our inspection personnel are certified and experienced in inspecting simple, complex, and specialized projects involving residential, industrial, educational, recreation, commercial, energy, and retail. Willdan's staff includes ICC-certified building officials, building inspectors, and building and engineering plans examiners in addition to registered engineers and certified civil plan reviewers. These highly-skilled individuals identify project needs early and provide quality, timely service. The table below identifies our project team's specific registrations and/or certifications.

Willdan's inspectors are highly experienced in providing all the building inspection services identified in the City's Request for Proposals

Degree/Certificate	Institution	Years of Experience
Roger A. Brooks		
ICC Certification No. 1062044	International Code Council	35
ICC Building Inspector, Nos. B3, B5, 10, 34, 44, 50, 56, 60, 84, 88, 89	International Code Council	
CC Building Inspector Nos. B3 B5 10 34 44 50 56 60 84 88 89	International Code Council	
ICC Plumbing Inspector No. P5	International Code Council	
ICC Mechanical Inspector No. M5	International Code Council	
ICC Electrical Inspector No. E5	International Code Council	
ICC Residential Inspector No. R5	International Code Council	
ICC Commercial Inspector Nos. CB C8	International Code Council	
Certificate of Building Inspection Technology	Butte College	
James Wolf		
ICC Certification No. 5093220	International Code Council	17
ICC Building Inspector No. B5	International Code Council	
ICC Accessibility Inspector/Plans Examiner No. 21	International Code Council	
ICC Residential/Mechanical Inspector Nos. M1 M2	International Code Council	
ICC Commercial/Mechanical No. M2	International Code Council	
ICC Residential/Electrical Inspector No. E1	International Code Council	
ICBO Certified Plumbing Inspector No. 30	International Code Council	
ICC Plumbing Inspector No. P5	International Code Council	
Larry Stump		
ICC Certified Plumbing Inspector Nos. P3 P5	International Code Council	33
ICC Certified Mechanical Inspector Nos. M3 M5	International Code Council	
ICC Certified Building Inspector No. B5	International Code Council	
Arizona Community College Teaching Certificate	State of Arizona	
Building Inspection and Construction Technology	Phoenix College	
David A. Mann		
Professional Engineer Mechanical No. 12507	State of Arizona	35
Professional Engineer Fire Protection No. 26902	State of Arizona	
ICC Certification Building Official	International Code Council	
ICC Certified Accessibility/Usability Specialist No. 80375	International Code Council	
ICC Certified Building Inspector No. 18858	International Code Council	
ICC Certified Plans Examiner	International Code Council	
Asbestos Building Inspector No. ETCASBBIR03599	International Code Council	
Arizona Community College Teaching Certificate No. 35415	State of Arizona	
BS Engineering	Northern Arizona University	
Nicholas A. Ruscito		
ICC Certification 5257091	International Code Council	8
ICC Residential Building Inspector	International Code Council	
ICC Residential Mechanical Inspector	International Code Council	
ICC Residential Plumbing Inspector	International Code Council	
ICC Electrical Inspector	International Code Council	
ICC Combination Inspector	International Code Council	



Degree/Certificate	Institution	Years of Experience
George Ritchie		
Professional Engineer Electrical No. 32355	State of Arizona	25
ICC Certified Electrical Plans Examiner No. 5256372-E3	International Code Council	
ICC Certified Commercial Electrical Inspector No. 1141319-E2	International Code Council	
MBA Business Administration	Arizona State University	
BS Electrical Engineering	Northern Arizona University	
William Mowry		
ICC Certification No. 5032410	International Code Council	20
ICC Building Inspector UBC No. 01	International Code Council	
ICC Accessibility Inspector/Plans Examiner No. 10	International Code Council	
ICC Accessibility Inspector/Plan Examiner No. 21	International Code Council	
ICC Combination Dwelling Inspector No. 55	International Code Council	

Section C – Firm Experience

Willdan Engineering, Inc. (Willdan), a California corporation, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Willdan Engineering is licensed to do business in Arizona. Willdan provides building safety, engineering, financial, homeland security, and energy services that ensure the quality, value, and safety of the built environment in the communities we serve. We have been a consistent industry leader in providing all aspects of municipal building safety and engineering services for 48 years. Willdan’s municipal experience and corresponding reputation for service and quality are foremost in the municipal services industry. Willdan’s full spectrum of services enables clients to select those which best fit their needs – from overload building official, plans examiner, inspector, engineering plan review, utility inspections, and counter support functions to comprehensive services of a fully-staffed department. Our building safety professionals are trained in the latest versions of the model codes and engineering design and construction practices.

Willdan has been supplying building safety inspections in Arizona for over 30 years. Willdan’s experience and corresponding reputation for reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity are foremost in the building safety services industry. The following highlights what we believe are clear advantages that Willdan offers over other firms.

- **No learning curve.** Willdan provides a variant of building safety services to several Arizona communities. We believe the projects highlighted illustrate our broad depth of experience in meeting our client’s needs and schedules. We are offering the City of Peoria a team with overall experience that is hard to beat when it comes to managing complex, fast-track projects.
- **Full breadth of technical resources.** Our professional and technical staff can assist the City of Peoria with all aspects of building and civil inspections. Willdan will provide the City with highly-trained certified staff, including combination inspectors and registered engineers to maximize City dollars.
- **Commitment to continued education and training.** Active participation nationally in ICC and local participation in the Arizona Building Officials Association, including teaching at code institutes and serving on national boards for code development.
- **Corporate commitment to excellence.** Willdan has made an organizational commitment to ensure our services are the highest quality the industry has to offer and our reports are accurate, timely, and professional. Our client service managers ensure that our client’s needs are not just met, but exceeded.

Willdan’s advantages include:

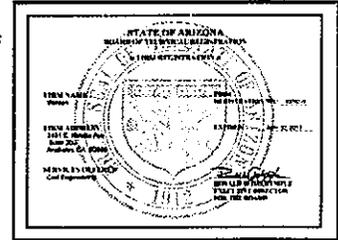
- *Full breadth of technical resources*
 - *No learning curve*
 - *Same-day service availability*
 - *Corporate commitment to excellence*
-

Willdan currently has contracts with over 30 tribal communities, cities, counties, towns, districts, and other government agencies in Arizona. This broad range of clients provides us with invaluable experience in enforcing the codes of different communities, including local amendments. It also helps us understand community policies and procedures and become familiar with any unique requirements.



Licenses

Willdan is licensed to provide engineering and inspection services by the State of Arizona Board of Technical Registration under License No. 10762-0. A copy of the professional registration license is provided herein.



Past Performance Contracts with Government Clients

In connection with our inspection services, there are no known circumstances where a scheduled inspection has not been performed. In fact, when acceptable to our client, our staff willingly accepts unscheduled assignments. We understand that situations arise that require us to perform above and beyond the norm. Willdan has accumulated a wealth of relevant experience that makes us especially suited for a wide variety of projects. Representative completed or ongoing inspection projects are provided herein.

On-Call Inspection

- Client** City of Chandler
291 West Casa Blanca Road, Sacaton, AZ 85147
- Client Contact** Mr. Mike Dewys, Inspection Supervisor, (520) 562-6039
michael.dewys@chandleraz.gov
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Juvenile Detention Center

- Client** Colorado River Indian Tribes
26600 Mohave Road, Parker, AZ 85344
- Client Contact** Mr. Rich Ench, Development Services Director, (928) 669-1301
rickench@msn.com
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Justice Center

- Client** Pascua Yaqui Indian Community
7474 South Camino De Oeste, Tucson, AZ 85757
- Client Contact** Mr. Rick Gonzalez, Land Department, (520) 879-6319
rick.gonzalez@pascuayaqui-nsn.gov
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Rio Salado Campus Improvements

- Client Name** Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
- Client Contact** Mr. Arlen Solocheck, Project Manager, (480) 731-8232
arlen.solocheck@domail.maricopa.edu
- Services Provided** Building/plumbing/electrical/mechanical/fire/civil plan reviews and inspections

Maricopa Skill Center Improvements

- Client** Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
- Client Contact** Mr. Randy Rossow, Project Manager, (480) 731-8237
randy.rossow@domail.maricopa.edu
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Iberdrola Photovoltaic Power Plant/Florence Hospital

- Client** Town of Florence
600 North Main Street Florence, AZ 85232
- Client Contact** Mr. Carroll Michael, Building Official, (520) 868-7556
Carroll.Michael@florenceaz.gov
- Services Provided** Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections



First Solar Agua Caliente Photo Voltaic Power Plant

Client Yuma County
2351 West 26th Street, Yuma, AZ 85366
Client Contact Mr. Pat Headington, Building Official, (928) 817-5068
Pat.Headington@yumacountyaz.gov
Services Provided Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Estrella Campus Improvements

Client Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281
Client Contact Mr. Randy Rossow, Project Manager, (480) 731-8237
randy.rossow@domail.maricopa.edu
Services Provided Building/plumbing/electrical/mechanical/structural/fire/civil plan reviews and inspections

Section D – Cost Considerations

Provided below is Willdan's standard hourly rate schedule for our project team.

Classification	Hourly Rates
Project Manager I & II	\$150.00
Inspector of Record.....	\$110.00
Supervising Building Inspector.....	\$105.00
Senior Building/Fire Inspector.....	\$90.00
Building Inspector.....	\$80.00

Additional Information

References

Willdan strives consistently to provide superior service to our respective clients. Our references are our best advocates and the most assured way for the City of Peoria to determine the service, expertise, and commitment to quality we offer our clients. We encourage the City to contact the references provided to confirm the quality of the inspection services Willdan has provided to other Arizona communities.

References Questionnaire

In accordance with the City of Peoria's Request for Proposals, Willdan's references are provided on the City's References Questionnaire. Additional references have been provided in Section C – Firm Experience under the subsection entitled Past Performance Contracts with Government Clients.



QUESTIONNAIRE

Solicitation Number: P13-0033

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact: (Willdan has presented additional references under Section E)

1. Company: City of Chandler
 Contact: Mike Dewys Phone: (480) 782-3104
 Address: 215 East Buffalo Street, Chandler, AZ 85225
 Description of Work: Field Inspections
 Annual Value: Varies

2. Company: Town of Florence
 Contact: Carroll Michael Phone: (520) 868-7556
 Address: 600 North Main Street, Florence, AZ 85232
 Description of Work: Field Inspections
 Annual Value: Varies

3. Company: Yuma County
 Contact: Pat Headington Phone: (928) 817-5068
 Address: 2351 West 26th Street, Yuma, AZ 85366
 Description of Work: Field Inspections
 Annual Value: \$150,000 to \$200,000

Exceptions to Terms, Conditions, and Scope/Business License/Small Business Questionnaire

In accordance with the City of Peoria's Request for Proposals, Willdan has provided our exceptions to the terms, conditions, and scope and has completed the business license and small business items requested.



QUESTIONNAIRE

Solicitation Number: P13-0033

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

Willdan acknowledges that we have reviewed the City of Peoria's terms and conditions included as part of the Request for Proposal and respectfully requests the following changes to meet current acceptable practices in the insurance industry. The requested changes are contractual in nature and do not affect the technical quality or completion of the project.

15. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the **negligent or other wrongful** acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any **negligent or other wrongful** acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

21. WARRANTIES: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation. **Contractor's services shall be performed in accordance with the standard of practice ordinarily exercised by members of Contractor's profession who practice in the locality.**

24. REQUIRED INSURANCE COVERAGE:

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim and **\$2,000,000 annual aggregate.**

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at **salestax@peoriaAZ.gov.**

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.



	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85 th Ave., 2 nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P13-0033	
<p>Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No <u> X </u></p> <p>If yes, please provide details and documentation of the certification.</p> <p>N/A</p>		

Resumes

Comprehensive resumes for our project team are presented in the Appendix.



Appendix



Roger A. Brooks, CBO **Project Manager**

Education

*Certificate of Building
Inspection Technology, Butte
College*

Certification

*ICC Certification No.
1062044*

*Building Nos. B3, B5, 10, 34,
44, 50, 56, 60, 84, 88, 89,*

Plumbing No. P5

Mechanical No. M5

Electrical No. E5

Residential No. R5

Commercial No. CB, C8

Affiliations

AZBO

ICC

31 Years Experience

Mr. Roger A. Brooks plays a key role in ensuring that all building safety projects are successfully completed and deadlines are met. Mr. Brooks has over 30 years of construction code enforcement and problem-solving experience. Mr. Brooks is in responsible charge of our Phoenix and Tucson office Building Safety staffs. From 2001 to 2003, he served as the supervising building inspector for the Casino del Sol project just south of Tucson. In addition to his administrative and plan review responsibilities, he has provided combination inspections for the Pascua Yaqui Indian Tribe and for the Mohave County Sheriff's Office in Kingman. Mr. Brooks has been involved in all plan reviews and inspections for communities throughout Arizona, including the Cities of Chandler, Bullhead City, Phoenix, Tucson, Tempe, Goodyear, Maricopa, and Peoria; the Towns of Superior, Clarkdale, Buckeye, and Youngtown; the Counties of Pinal, Yuma, Yavapai, and Pima; and the Gila River, Quechan, Pascua Yaqui, and Colorado River Indian Communities.

Mr. Brooks has a very solid work history, having worked for Pinal County and the City of Yuma prior to joining Willdan. He was one of the first inspectors to be hired in Pinal County and, ultimately, became the building official. While serving the citizens of Pinal County, he had the privilege of reviewing plans and conducting combination inspections on the Biosphere II project in Oracle.

Mr. Brooks served as the building official for the City of Yuma for nearly nine years before joining Willdan. He is also active in the local chapters of the International Code Council.

Currently, Mr. Brooks serves as the Building Official for the startup of the Town of Tusayan at the south rim of the Grand Canyon.

Relevant Project Experience

Wild Horse Pass Casino and Resort, Maricopa County, Arizona. Project Manager. Willdan was hired by the Gila Indian River Community to perform the building safety and civil plan review and inspection services for the new casino and resort located in southern Maricopa County.

Mohave County Jail, Kingman, Arizona. Project Manager. Willdan was hired by the City of Kingman to perform electronic plan review for a \$72 million detention facility, a six level jail complex providing 688 beds.

Florence Hospital, Florence, Arizona. Willdan was hired to perform the building safety, civil plan review, and inspection for the 100,000-square-foot building.

Casino del Sol Casino and Resort, Pima County, Arizona. Project Manager. Willdan was hired by Pascua Yaqui River Indian Community to perform building safety and civil plan review and inspection for the casino expansion and new hotel located in southern Arizona. Work includes all building safety disciplines for plan review and inspection.

First Solar Agua Caliente Solar Power Plant, Yuma County, Arizona. As an approved third-party plan reviewer for Yuma County, Willdan was selected to be the plan review and inspection agency for the largest photo voltaic power plant in the world (at the time of permit issuance). This project will provide 291 MG watts of power, which is enough to power 75,000 homes. The project has approximately 8 million individual solar panels and covers roughly 2,500 acres or



Roger A. Brooks, CBO

Continued

approximately 3.8 square miles. The estimated valuation of this project is \$2.8 billion and is expected to take two and one-half to three years to construct.

Justice Complex, Kayenta, Arizona. Project manager and plan review. Willdan was retained by Township of Kayenta to provide building safety services for the Community. One of the focus projects for the community is the plan review and inspections for the Community's new justice complex.

Women's Shelter, Kayenta, Arizona. Project manager and plan review. Willdan was also asked to evaluate and review the design and construction of an existing community building that had never been occupied. This structure suffered from a

Native Skill Training Center Guest Hogans, Kayenta, Arizona. Project manager and plan review. Another exciting project for the Township of Kayenta is the Native Skill training Center housing. This project uses traditional Hogan's to house guest instructors and visiting students.

Pascua Yaqui Justice Complex, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review and inspections for the Community's new justice complex.

Pascua Yaqui Cultural Education Center, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review and inspections for the community's new Cultural Education Center

Pascua Yaqui Community Center, Tucson, Arizona. Project manager and plan review. Willdan was retained by Pascua Yaqui Indian Community to perform the plan review for the community's new Guadalupe Community Center

Entertainment Center, Pinal County area, Arizona. Project manager and plan review. Willdan was retained by Ak-Chin Indian Community to perform the plan review for the community's Entertainment Complex. This is the largest complex of its type in the country containing a multiplex theatre, bowling alley, indoor paint ball and laser tag facility as well as several other entertainment venues

Building Official and Code Enforcement, Tusayan, Arizona. Willdan manages the day to day operations of the Town's Building and Code Enforcement Departments.



James Wolf

Building Safety Inspection Lead

Certification

*ICC Certification, No.
5093220*

Plumbing Inspector, No. 30

Building Inspector, No. B5

Plumbing Inspector, No. P5

*Accessibility Inspector/Plans
Examiner, No. 21*

*Residential/Mechanical, No.
M1*

*Commercial/Mechanical, No.
M2*

Residential/Electrical, No. E1

16 Years Experience

Mr. James Wolf joined Willdan in 2001 with a strong customer service background and strong computer skills. He is a Plan Reviewer/Building Inspector for Willdan. Mr. Wolf performs commercial and residential building inspections and plan review for mid-sized and small communities throughout Arizona to ensure compliance with the International Building Code, International Mechanical Code, International Plumbing Code, National Electric Code, ADAAG, and ANSI A-117.

Relevant Project Experience

As the supervising inspector and ADA plan's examiner for Willdan, Mr. Wolf has had a key part in all work received from Willdan's clients. Typical project examples include conducting plan review for:

- Gila River Indian Community Wild Horse Pass and Lone Butte Resort Casinos
- Agua Caliente Solar Power Plant
- Township of Kayenta Justice Complex
- Township of Kayenta Women's Shelter
- Native Skill Training Center Guest Hogans
- Pascua Yaqui Justice Complex
- Pascua Yaqui Cultural Education Center
- Pascua Yaqui Community Center
- Ak-Chin Indian Community Entertainment Center
- Town of Tusayan Various Projects
- Maricopa County Community College District Various Campus Projects



Larry Stump

Plumbing/Mechanical Inspector

Education

Arizona Community College
Teaching Certificate; Building
Inspection and Construction
Technology, Phoenix College

Certification

Plumbing Inspector, No. P3,
P5

Mechanical Inspector, No.
M3, M5

Building Inspector, No. B5

30 Years Experience

Mr. Larry Stump has substantial background in code enforcement, review, and inspection in Arizona. He joined Willdan in 2005 after fulfilling a contract position with the City of Glendale where he performed plan review and inspections for the Glendale Arena and Cardinal Stadium.

For over 30 years, Mr. Stump has performed plumbing and mechanical plan review and inspections for the City of Phoenix. He has taught plumbing and mechanical codes at Phoenix College and Glendale Community College for over 25 years. As contributing columnist for over seven years, Mr. Stump has written educational articles on mechanical codes for the magazine HVACR Today. His background in plumbing and mechanical plan review includes code enforcement of schools, hospitals, industrial and semiconductor facilities, high-rise buildings, multi-family residential complexes, sports facilities, small businesses, and residential construction.

Relevant Project Experience

As the primary plumbing and mechanical plans examiner/inspector for Willdan, Mr. Stump has had a key part in all work received from Willdan's clients. Typical project examples include conducting plan review for:

- Gila River Indian Community Wild Horse Pass and Lone Butte Resort Casinos
- First Solar Agua Caliente Solar Power Plant
- Township of Kayenta Justice Complex
- Township of Kayenta Women's Shelter
- Native Skill Training Center Guest Hogans
- Pascua Yaqui Justice Complex
- Pascua Yaqui Cultural Education Center
- Pascua Yaqui Community Center
- Ak-Chin Indian Community Entertainment Center
- Town of Tusayan Various Projects
- Maricopa County Community College District Various Campus Projects



David A. Mann, PE, CBO
Plumbing/Mechanical/Fire Inspector

Education

*Office of Government
Programs Certification in
Public Policy and
Management, University of
Arizona*

Registration/Certification

*Mechanical, Arizona No.
12507*

*Fire Protection, Arizona No.
26902*

*ICC Certified Building Official
No. 1414*

*ICC Certified Accessibility/
Usability Specialist, No.
80375*

*ICC Certified Building
Inspector, No. 18858*

ICC Certified Plans Examiner

*Asbestos Building Inspector,
No. ETCASBBIR03599*

*Arizona Community College
Teaching Certificate No.
35415*

Affiliations

*Arizona Building Officials
Secretary/Treasurer*

*Arizona Building Officials,
Board Member*

*ICBO Grand Canyon Chapter
Past President*

*IFCI Education/Certification
Committee*

*IFCI Joint Certification
Committee; Fire Inspectors
Chairman*

*Arizona State Plumbing
Commission*

*ICBO Southern Nevada
Chapter Chairman*

*Bullhead City Fire
Department Fire Board Clerk*

*Mohave Community College,
Associate Faculty*

*Southwest Government
Leadership Institute*

20 Years Experience

Mr. David A. Mann rejoined Willdan following a 17-year career as the Building Code Administrator for the City of Tucson. Although he now serves as the City of Tucson Fire Code Administrator, he is a part-time employee of Willdan and serves in a variety of capacities, including building, mechanical, plumbing and fire code plan reviewer and inspector. Mr. Mann, a certified building official, is an active member of the International Code Council and has served on the Mechanical Code Development Committee and the Evaluation Service Committee for ICBO. He is a former ICBO board member and second vice-president. He has taught at Pima Community College, AZBO Educational Institute, and BOAT (Texas) Institute. Mr. Mann's past experience includes the City of Phoenix, State of Arizona, and several private firms.

Relevant Project Experience

Fire Code Plan Review, Kingman, Arizona. Mr. Mann has been responsible for fire code plan reviews for the City of Kingman. Projects include:

- Mohave County Detention Center - a six-story, 231,396-square-foot facility with a valuation of \$34,790,944
- Hualapai Mountain Medical Center - a 179,702-square-foot, acute-care medical facility with a valuation of \$39,185,818

Fire Code Plan Review, Florence, Arizona. Mr. Mann has been responsible for fire code plan reviews for a 94,652-square-foot hospital facility with a valuation of \$23,738,721.

On-Call Plan Review and Inspection Services, Various Communities, Arizona. Mr. Mann is currently performing plan review and inspection of residential and commercial projects for:

- Town of Florence
- Gila River Indian Community
- Colorado River Indian Community

Clients where Mr. Mann has been a critical part of the plan review team include:

- Gila River Indian Community
 - ♦ Wild Horse Pass Casino
 - ♦ Lone Butte Casino
- Town of Superior
- Colorado River Indian Community
- Santa Cruz County
 - ♦ Santa Cruz County Justice complex and detention facility
- Pascua Yaqui
 - ♦ Justice Complex
 - ♦ Cultural Education Center
 - ♦ Guadalupe Community Center
- Yavapai County
 - ♦ Justice Center
 - ♦ Municipal Complex
 - ♦ Office and Warehouse Facilities



David A. Mann, PE, CBO
Continued

- Yuma County
 - ♦ First Solar Agua Caliente Solar Power Plant
- Township of Kayenta
 - ♦ Justice Complex
 - ♦ Women's Shelter
 - ♦ Native Skill Training Center Guest Hogans
- Ak-Chin Indian Community
 - ♦ Entertainment Center



Nicholas A. Ruscito Building Safety Inspector

Education

ICC Certification no. 5357091
Mesa Community College,
Construction Management

Certification

Residential Building
Inspector, Residential
Mechanical Inspector,
Residential Plumbing
Inspector

Residential Electrical
Inspector

Commercial Electrical
Inspector

Residential Combination
Inspector

7 Years Experience

Willdan Building Inspector, offering more than seven years of commercial, residential and solar photovoltaic inspection, and plan review experience among multiple municipalities. Five years of experience as a Building Superintendent have greatly developed management, prioritization, and organization skills. International Code Council certifications achieved ensure that technical knowledge of the Building Codes has been attained. Continued ICC education and certifications earned allow for superior service to be provided to the municipality and the property owner of that particular community.

Relevant Project Experience

Perform commercial, residential and solar photovoltaic building inspections as a contracted building inspector for several municipalities such as the City of Chandler, City of Casa Grande, Town of Fountain Hills, City of Maricopa, Town of Superior, Town of Youngtown and several Indian communities. Managed workloads for the electronic plan review system when selected as one of the site administrators. Appointed as the lead residential plan reviewer for the City of Phoenix third party plan review system at Willdan.

Acted as the interim building official for the Town of Youngtown for several months and assisted as a part of the interview panel for hiring the new building official.

- Developed quick knowledge and understanding of the internal systems for entering building inspection results at each municipality.
- Excellent communication and customer service skills aided in positive interaction with municipal employees, contractors, and property owners.
- Administrative functions included logging projects in and out of the Plan Check Tracking System program upon arrival and departure, assembling project files with pertinent information, creating plan review comment/approval letters, and shipping plan documents to clients and other divisions within our employer.

Other Relevant Experience

Engle Homes, Phoenix, AZ. Building Superintendent

- Building Superintendent of new home residential construction in the west and east valleys of Arizona.
- Scheduled building inspections and managed trade partners during the construction process.
- Detail oriented with strong resolution capability in plan review and communication (I.e. engineers, sales, etc.)
- Outstanding knowledge of code enforcement and code interpretation, (ICC certified: Residential Building, Mechanical, Plumbing, and Electrical).
- Great leadership skills in providing direction, improvement and growth while accomplishing goals, and maintaining code compliant standards.
- Close relationships developed with local building officials and inspectors in Chandler, Phoenix, and Maricopa.



Nicholas A. Ruscito
Continued

US Home Corporation, Tempe, AZ. Building Superintendent

- Managed construction of residential homes including all phases from footings to city final. Scheduling trade partners with proper time allocated, quality control of work performed and customer satisfaction was always a main focus.
- Supervised multiple home sites from layout to homebuyer orientation while coordinating city inspections and ensuring that homes pass inspections in a rapid fashion.
- Interacted with homebuyers on a regular basis during pre-start, pre-drywall, and pre-close orientations, or upon customer's request to answer any questions or concerns throughout the construction process.
- Worked closely with Jordan Engineering to attain engineering for alternate hold downs, truss repairs, load bearing changes, and nailing schedules.
- Regularly scheduled meetings with trade partners to improve code compliancy of the materials that were installed.
- Performed weekly safety inspections per OSHA regulations, notating violations and reporting them to corporate and trade partners.



George Ritchie **Electrical Inspector**

Education

MBA, Business Administration, Arizona State University

BS, Electrical Engineering, Northern Arizona University

Registrations/Certification

Electrical, Arizona No. 32355

Electrical Plans Examiner, ICC No. 5256372-E3

Commercial Electrical Inspector, ICC No. 1141319-E2

22 Years Experience

Relevant Project Experience

On-Call Plan Review Services, Various Communities, Arizona. Mr. Ritchie is currently performing plan review for:

- Pascua Yaqui
 - ♦ Justice Center
 - ♦ Cultural Education Center
- Yuma County
 - ♦ First Solar Agua Caliente Solar Power Plant

Vice President, Onsite Engineering. Training, electrical short circuit/coordination/arc-flash studies, electrical plan review, inspections, CA, and electrical construction design.

Electrical Plans Engineer, Phoenix, Arizona. Responsible for:

- Review of industrial and commercial electrical construction documents for National Electrical Code compliance prior to issuing a building permit
- Perform inspections on project jobsite in support of electrical inspectors
- Train, mentor, and supervise other electrical plan reviewers

Field/Sales Engineer, GE Industrial Systems. Responsible for:

- Installation, commissioning, and troubleshooting switchgear, transformers, motors, and drives
- Schedule daily activities for 15 field engineers located throughout the Rocky Mountain Region
- Direct sales responsibility for equipment



William Mowry **Building Safety Inspector**

Education

*Drafting and Engineering
Certificate, North Western
Kansas Area Vo-Tech*

Certification

*ICC Certification, No.
5032410*

*ICC Building Inspector UBC,
No. 01*

*ICC Building Inspector IBC/
IRC, No. 10*

*ICC Accessibility
Inspector/Plan Examiner, No.
21*

*ICC Combination Dwelling
Inspector, No. 55*

20 Years' Experience

Mr. William Mowry has a strong background in building safety and served as a building inspector for Elbert County for seven years. He has years of knowledge working as a sanitary, plumbing, mechanical and framing inspector, as well as a plan reviewer. Mr. Mowry also has extensive experience as a carpenter, engineering technician and CADD operator. He conducts commercial and residential building inspections for communities throughout Arizona to ensure compliance with the International Building Code, International Mechanical Code, International Plumbing Code, International Building Code, International Electric Code, ADAAG, and ANSI A-117.

Relevant Project Experience

Mr. Mowry is currently inspecting and performing plan review of residential and commercial projects for the following Arizona communities:

- Town of Tusayan
- Township of Kayenta
- Town of Florence
- Gila River Indian Community
- Colorado River Indian Tribes
- Town of Superior
- Pinal County



City Council Calendar

Color Key:
City Council

< December	January 2013					February >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 New Year's Day- City Hall Closed	2	3	4	5
6	7	8  <u>Regular City Council Meeting</u>	9	10	11	12
13	14	15	16	17	18	19
20	21 Martin Luther King Day Holiday - City Hall Closed	22  <u>TENTATIVE - Regular City Council Meeting</u>  <u>TENTATIVE - Special Meeting and Study</u>	23	24	25	26
27	28	29	30	31		

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM: 23A

Date Prepared: 12/18/12

Council Meeting Date: 1/8/13

TO: Mayor and City Council

FROM: Bo Larsen, Public Information Manager

THROUGH: Carl Swenson, City Manager

SUBJECT: 2013 City of Peoria Citizen Survey

Summary:

The Citizen Survey is presented to Peoria citizens every two to three years to provide an assessment of city programs and services offered. The survey is designed to ask consistent questions in order to provide accurate measurements of citizens' perspectives. It is recommended the survey be delivered via mail to the random selection of citizens as determined by National Research Center, Inc. during January, 2013.

National Research Center, Inc. (NRC) is highly endorsed by ICMA and is the organization the City has used for past surveys in 2004, 2007 and 2009. The last survey conducted by the City was in 2009.

Results will be presented to Council when the survey is completed and the information tabulated by NRC.

Exhibit(s):

Exhibit 1: The City of Peoria 2012 Citizen Survey (Title will be changed to reflect 2013)

Exhibit 2:

Contact Name and Number:

Bo Larsen
623-773-7934

The City of Peoria 2012 Citizen Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

1. Please rate each of the following aspects of quality of life in Peoria:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Peoria as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Peoria as a place to raise children	1	2	3	4	5
Peoria as a place to work	1	2	3	4	5
Peoria as a place to retire	1	2	3	4	5
The overall quality of life in Peoria	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Peoria as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Sense of community.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5
Overall appearance of Peoria	1	2	3	4	5
Cleanliness of Peoria.....	1	2	3	4	5
Overall quality of new development in Peoria	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Overall quality of business and service establishments in Peoria	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Opportunities to attend cultural activities.....	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to participate in religious or spiritual events and activities	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Ease of car travel in Peoria	1	2	3	4	5
Ease of bus travel in Peoria	1	2	3	4	5
Ease of bicycle travel in Peoria.....	1	2	3	4	5
Ease of walking in Peoria	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Traffic flow on major streets.....	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Availability of affordable quality child care	1	2	3	4	5
Quality of overall natural environment in Peoria.....	1	2	3	4	5
Overall image or reputation of Peoria	1	2	3	4	5

3. Please rate the speed of growth in the following categories in Peoria over the past 2 years:

	<i>Much too slow</i>	<i>Somewhat too slow</i>	<i>Right amount</i>	<i>Somewhat too fast</i>	<i>Much too fast</i>	<i>Don't know</i>
Population growth	1	2	3	4	5	6
Retail growth (stores, restaurants, etc.).....	1	2	3	4	5	6
Jobs growth.....	1	2	3	4	5	6

4. To what degree, if at all, are run down buildings, weed lots or junk vehicles a problem in Peoria?
 Not a problem Minor problem Moderate problem Major problem Don't know

5. Please rate how safe or unsafe you feel from the following in Peoria:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
Violent crime (e.g., rape, assault, robbery)	1	2	3	4	5	6
Property crimes (e.g., burglary, theft).....	1	2	3	4	5	6
Environmental hazards, including toxic waste.....	1	2	3	4	5	6

6. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day.....	1	2	3	4	5	6
In your neighborhood after dark.....	1	2	3	4	5	6
In Peoria's downtown area during the day	1	2	3	4	5	6
In Peoria's downtown area after dark	1	2	3	4	5	6

7. Have you had any in-person or phone contact with an employee of the City of Peoria Police Department within the last 12 months?

No → Go to Question 9 Yes → Go to Question 8 Don't know → Go to Question 9

8. What was your overall impression of your most recent contact with the City of Peoria Police Department?

Excellent Good Fair Poor Don't know

9. During the past 12 months, were you or anyone in your household the victim of any crime?

No → Go to Question 11 Yes → Go to Question 10 Don't know → Go to Question 11

10. If yes, was this crime (these crimes) reported to the police?

No Yes Don't know

11. In the last 12 months, about how many times, if ever, have you or other household members participated in the following activities in Peoria?

	Never	Once or twice	3 to 12 times	13 to 26 times	More than 26 times
Used Peoria public libraries or their services.....	1	2	3	4	5
Used Peoria recreation centers.....	1	2	3	4	5
Participated in a recreation program or activity	1	2	3	4	5
Visited a neighborhood park or City park.....	1	2	3	4	5
Ridden a local bus within Peoria.....	1	2	3	4	5
Attended a meeting of local elected officials or other local public meeting	1	2	3	4	5
Watched a meeting of local elected officials or other City-sponsored public meeting on cable television, the Internet or other media	1	2	3	4	5
Read Peoria Newsletter.....	1	2	3	4	5
Visited the City of Peoria Web site (at www.peoriaaz.gov).....	1	2	3	4	5
Recycled used paper, cans or bottles from your home.....	1	2	3	4	5
Volunteered your time to some group or activity in Peoria.....	1	2	3	4	5
Participated in religious or spiritual activities in Peoria.....	1	2	3	4	5
Participated in a club or civic group in Peoria	1	2	3	4	5
Provided help to a friend or neighbor.....	1	2	3	4	5

12. About how often, if at all, do you talk to or visit with your immediate neighbors (people who live in the 10 or 20 households that are closest to you)?

Just about every day
 Several times a week
 Several times a month
 Less than several times a month

The City of Peoria 2012 Citizen Survey

13. Please rate the quality of each of the following services in Peoria:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Police services	1	2	3	4	5
Fire services	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Crime prevention	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Municipal courts	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Storm drainage.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Land use, planning and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Animal control.....	1	2	3	4	5
Economic development	1	2	3	4	5
Health services	1	2	3	4	5
Services to seniors.....	1	2	3	4	5
Services to youth.....	1	2	3	4	5
Services to low-income people	1	2	3	4	5
Public library services	1	2	3	4	5
Public information services	1	2	3	4	5
Cable television	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts.....	1	2	3	4	5

14. Overall, how would you rate the quality of the services provided by each of the following?

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The City of Peoria	1	2	3	4	5
The Federal Government	1	2	3	4	5
The State Government	1	2	3	4	5
Maricopa County Government.....	1	2	3	4	5
Yavapai County Government.....	1	2	3	4	5

15. Please indicate how likely or unlikely you are to do each of the following:

	<i>Very likely</i>	<i>Somewhat likely</i>	<i>Somewhat unlikely</i>	<i>Very unlikely</i>	<i>Don't know</i>
Recommend living in Peoria to someone who asks.....	1	2	3	4	5
Remain in Peoria for the next five years	1	2	3	4	5

16. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
 Somewhat positive
 Neutral
 Somewhat negative
 Very negative

17. Have you had any in-person or phone contact with an employee of the City of Peoria Fire Department within the last 12 months?

- No → Go to Question 19 Yes → Go to Question 18 Don't know → Go to Question 19

18. What was your overall impression of your most recent contact with the City of Peoria Fire Department?

- Excellent Good Fair Poor Don't know

19. Have you had any in-person, phone or email contact with an employee of the City of Peoria within the last 12 months (including police, receptionists, planners or any others)?

- No → Go to Question 21 Yes → Go to Question 20

20. What was your impression of the employee(s) of the City of Peoria in your most recent contact? (Rate each characteristic below.)

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Knowledge.....	1	2	3	4	5
Responsiveness.....	1	2	3	4	5
Courtesy.....	1	2	3	4	5
Overall impression.....	1	2	3	4	5

21. Please rate the following categories of Peoria government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to Peoria.....	1	2	3	4	5
The overall direction that Peoria is taking.....	1	2	3	4	5
The job Peoria government does at welcoming citizen involvement.....	1	2	3	4	5

22. Please check the response that comes closest to your opinion for each of the following questions:

a. Which of the following, if any, do you use to watch Peoria Channel 11 programming? (Please check all that apply.)

- Cox Cable Web streaming YouTube I don't watch Peoria Channel 11 programming

b. Please indicate if each of the following is a major source, minor source, or not a source of information for you about the City of Peoria and its activities:

	<i>Major source</i>	<i>Minor source</i>	<i>Not a source</i>
City of Peoria Newsletter.....	1	2	3
City of Peoria Web site (www.peoriaaz.gov).....	1	2	3
E-Subscribe (e-mail subscription service).....	1	2	3
Cable television channel 11 (City Council meetings, Peoria Today, etc.).....	1	2	3
Peoria Newspaper.....	1	2	3
Facebook.....	1	2	3
Twitter.....	1	2	3
LinkedIn.....	1	2	3
Word of mouth.....	1	2	3

The City of Peoria 2012 Citizen Survey

Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.

D1. Are you currently employed for pay?

- No → Go to Question D3
- Yes, full time → Go to Question D2
- Yes, part time → Go to Question D2

D2. During a typical week, how many days do you commute to work (for the longest distance of your commute) in each of the ways listed below? (Enter the total number of days, using whole numbers.)

- Motorized vehicle (e.g., car, truck, van, motorcycle, etc.) by myself days
- Motorized vehicle (e.g., car, truck, van, motorcycle, etc.) with other children or adults days
- Bus, rail, subway or other public transportation days
- Walk days
- Bicycle days
- Work at home days
- Other days

D3. How many years have you lived in Peoria?

- Less than 2 years 11-20 years
- 2-5 years More than 20 years
- 6-10 years

D4. Which best describes the building you live in?

- One family house detached from any other houses
- House attached to one or more houses (e.g., a duplex or townhome)
- Building with two or more apartments or condominiums
- Mobile home
- Other

D5. Is this house, apartment or mobile home...

- Rented for cash or occupied without cash payment?
- Owned by you or someone in this house with a mortgage or free and clear?

D6. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?

- Less than \$300 per month
- \$300 to \$599 per month
- \$600 to \$999 per month
- \$1,000 to \$1,499 per month
- \$1,500 to \$2,499 per month
- \$2,500 or more per month

D7. Do any children 17 or under live in your household?

- No Yes

D8. Are you or any other members of your household aged 65 or older?

- No Yes

D9. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- Less than \$24,999
- \$25,000 to \$49,999
- \$50,000 to \$99,999
- \$100,000 to \$149,999
- \$150,000 or more

Please respond to both questions D10 and D11:

D10. Are you Spanish, Hispanic or Latino?

- No, not Spanish, Hispanic or Latino
- Yes, I consider myself to be Spanish, Hispanic or Latino

D11. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- American Indian or Alaskan Native
- Asian, Asian Indian or Pacific Islander
- Black or African American
- White
- Other

D12. In which category is your age?

- 18-24 years 55-64 years
- 25-34 years 65-74 years
- 35-44 years 75 years or older
- 45-54 years

D13. What is your sex?

- Female Male

D14. Are you registered to vote in your jurisdiction?

- No Ineligible to vote
- Yes Don't know

D15. Many people don't have time to vote in elections. Did you vote in the last general election?

- No Ineligible to vote
- Yes Don't know

D16. Do you have a cell phone?

- No Yes

D17. Do you have a land line at home?

- No Yes

D18. If you have both a cell phone and a land line, which do you consider your primary telephone number?

- Cell Land line Both

Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM: 24A

Date Prepared: 30 December 2012

Council Meeting Date: 8 January 2013

TO: Carl Swenson, City Manager

FROM: Tamara Shreeve, Council Office and Grant Program Manager

THROUGH: John Schell, Director, Governmental Affairs and Council Office

SUBJECT: Council Subcommittee Update

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been assigned to each Council Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

Exhibit 1: Council Subcommittee assigned agenda items

Contact Name and Number: Tamara Shreeve, x 5173

**City of Peoria
Council Subcommittees**

**Community Culture
and Public Safety
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session. Completed	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program	2/27/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Jeff Tyne / Susan D	Establish "Peoria Friends of the Arts"	2/27/2012	Forward item to study session. Completed	12/4/2012
Jeff Tyne / Susan D	Youth Master Plan	4/9/2012	Forward item to study session. Completed	9/4/2012
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Claudia Lujan	Structure of the Sister Cities Board	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to study session (11/7/2011). Completed	4/17/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012

**City of Peoria
Council Subcommittees**

Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	Regular Council Meeting 6/19/12
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Infomational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control	9/10/2012	Discussion only. Complete.	NA
Carlo Leone	Residential Parking	11/15/2012	Item discussed. Forward to Council Study Session.	
Carlo Leone	Dirt Ordinance	11/15/2012	Discussion only. Complete.	NA
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Infomational only. Completed	NA
Tamara Shreeve/Susan Thorpe	Community/Outside Agency Funding & Assistance Policy	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	11/13/2012
Ron Aames	Roadside Memorials	11/15/2012	Discussion only. Complete.	NA
Carlo Leone	Feeding Nuisance Animals	9/10/2012	Item was discussed. Staff will bring draft ordinance back to Subcommittee. (9/10/12)	
Ron Aames	Permissible Number of Animals per Residence	9/10/2012	Discussion only. Complete.	NA

**City of Peoria
Council Subcommittees**

**General Government
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	7/3/2012 10/23/2012
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Will be placed as a regular agenda item.	Regular Agenda 7/3/12
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session. Completed.	7/3/2012

**City of Peoria
Council Subcommittees**

Policy and Appointments Subcommittee				
Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item on 1/10/12. Completed	NA
Wanda Nelson	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee. Ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn (1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012) Completed	2/21/2012

**City of Peoria
Council Subcommittees**

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12). Completed	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11). Completed	5/15/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report. Completed	Regular Council Meeting 1/3/2012

**City of Peoria
Council Subcommittees**

Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed.	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed.	

**City of Peoria
Council Subcommittees**

Sustainable Development and Public Services Subcommittee				
Submitter	Subject	Sub-committee agenda date	Action	Study Session
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed	11/15/2011
Chris Jacques/ Susan D.	Open Space Preservation Program and Decision Support Model	2/1/2012	Start community outreach activities and forward item to Council Study Session. Completed	8/21/2012
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward item to study session (6/6/12). Completed	
Cathy Carlat	Not for Profit Committee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward Item to study session (6/6/12). Completed	
Scott Whyte/ Chris Jacques/ Susan D.	Old Town Entertainment District Designation	12/7/2011 1/4/2012	Bring back to subcommittee for further discussion (12/7/11). Forward to Regular Council Meeting (1/14/2012). Completed	Regular Council Meeting 1/17/2012
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	4/17/2012

**City of Peoria
Council Subcommittees**

Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda. Completed	Regular Council mtg. 1/3/2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA
Scott Whyte	Old Town Indicators	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	8/21/2012
Chris Jacques	Senate Bill 1598-Aggregate Mining	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	8/21/2012
Carlo Leone	Street Maintenance	11/7/2012	Item was discussed. No further action needed.	NA